



PATRICIA S. PLOEHN, LCSW  
Director

## County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

Board of Supervisors

GLORIA MOLINA  
First District

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Fifth District

January 16, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**REQUEST TO APPROVE CONTRACT FOR PROVISIONS OF PARTNERING FOR  
SAFETY AND PERMANENCE – MODEL APPROACH TO PARTNERSHIPS IN  
PARENTING (PS-MAPP) TRAINING SERVICES WITH THE COMMUNITY  
COLLEGE FOUNDATION (TCCF)  
(ALL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve use of Form Contracts in substantially similar form to Attachment I for the provision of Partnering for Safety and Permanence – Model Approach to Partnerships in Parenting (PS-MAPP) Training Services for four (4) Contracts with The Community College Foundation (TCCF) and in the amounts indicated in Attachment II.
2. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or her designee, to execute four (4) Contracts with (TCCF), effective February 1, 2007 or the date of execution, whichever is later, through January 30, 2008 with the option to extend up to two (2) additional one-year periods. The maximum contract amounts for the initial Contract year for the North, East, West, and South Regions will be \$197,028, \$344,798, \$344,798, \$344,798, respectively. The total maximum annual contract sum for the initial contract year for all four (4) Contracts is \$1,231,422. The total maximum annual sum for each of second and third option years, if such options are exercised, is \$196,948 for the North Region and \$344,658 each for the East, West, and South Regions, for a total

of \$1,230,922 for each additional option year. These Contracts are financed using approximately 75% Federal, 17.5% State, and 7.5% net County cost (NCC). The cost for the initial Contract year is financed using approximately \$923,566 (75%) Federal, \$215,499 (17.5%) State, and \$92,357 (7.5%) NCC. The amount of \$513,092 of the total cost of the Contracts is included in the FY 2006-07

Adopted Budget and the remaining cost will be included in the Department's FY 2007-08 Budget Request.

3. Instruct the Director of DCFS, or her designee, to notify your Board and the Chief Administrative Office (CAO) in writing within ten (10) working days of executing the PS-MAPP Contracts.
4. Delegate authority to the Director of the DCFS, or her designee, to execute contract amendments to increase or decrease the maximum contract sum by no more than 10%, if needed to accommodate changes in the number of units of services, provided that: (a) sufficient funding is available; (b) County Counsel and CAO approval is obtained prior to executing such an amendment; and (c) the Director of DCFS notify your Board and the CAO in writing within ten working days of execution of such amendment.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The PS-MAPP training program for resource (foster/adoptive) parents is designed to provide a firm foundation of knowledge, skills, and attitudes regarding foster care and adoption and to enhance the ability of foster and adoptive parents to care for the children placed in their homes.

The current countywide Contract for these services expires on January 31, 2007. Without approval of the recommended actions, PS-MAPP training services will not be available to potential resource (foster/adoptive) parents throughout the County of Los Angeles; thus, reducing the number of appropriate placement resources for children.

The recommended agency will provide services in the four (4) Regions that encompass two service planning areas (SPAs) per Region, based on the needs of the County. The recommended agency and service areas are as follows:

THE COMMUNITY COLLEGE FOUNDATION (TCCF)	
REGION	SERVICE PLANNING AREAS (SPAs)
North	1 & 2
East	3 & 4
West	5 & 6
South	7 & 8

#### Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #5 – Children and Families Well-Being. The recommended actions will ensure placements are capable of providing a high level of care for special needs children, thereby resulting in their safety and social well-being.

#### **FISCAL IMPACT/FINANCING**

The North Region Contract will not exceed an annual maximum sum of \$197,028 and the East, West, and South Regions will not exceed \$344,798 each for the initial contract term of February 1, 2007 through January 31, 2008. Contract amounts will not exceed \$196,948 for the North Region and \$344,658 each for the East, West, and South Regions for the optional two (2) additional one-year periods.

The cost of the initial Contract for the four (4) Regions from the effective date through January 31, 2008 is \$1,231,422, financed using \$923,566 (75%) Federal revenue, \$215,499 (17.5%) State revenue, and \$92,357 (7.5%) NCC. The amount of \$513,092 of the total cost of the Contracts is included in the FY 2006-07 Adopted Budget and the remaining cost will be included in the Department's FY 2007-08 Budget Request. In addition, TCCF will provide a proposed annual match of \$60,368 (23.45%) for the North Region and \$105,998 (23.51%) each for the East, West, and South Regions, for the first year of the contract, to provide PS-MAPP training services. The total annual project cost for the four (4) Regions, including the Contractor's match, is \$1,609,784.

The recommended contractor must maintain 40% of the required quantity of PS-MAPP training series for their awarded Region for each Contract year. If Contractor fails to maintain 40% of the quantity of PS-MAPP training series proposed in a particular Region, by the 7<sup>th</sup> month of each Contract year, Contractor funds may be reduced and reallocated to other Regions that are meeting their performance levels.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

DCFS has the responsibility to recruit and train potential resource (foster/adoptive) parents, and participates with the California Department of Social Services, Community Care Licensing Division in conducting orientations for prospective resource parents.

PS-MAPP training is for potential resource (foster/adoptive) parents. These services provide the potential resource (foster/adoptive) parents with guidance and a thorough understanding of their roles. It also provides an opportunity for the Department to observe and assess potential resource (foster/adoptive) parents. Classes are offered in English and Spanish throughout the eight (8) Service Planning Areas (SPAs). Sign Language interpreters are available for attendees who are deaf. Other languages will be accommodated upon request.

This Contract expressly provides that the County has no obligation to pay for expenditures beyond the maximum contract amount. Further, the contractor will not be asked to perform services that exceed the contract amount, scope of work, or contract terms.

This Contract complies with all Board and the CAO requirements. County Counsel and the CAO have reviewed this Board letter. The Contract has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

The Department utilized a Request for Proposals (RFP) solicitation process to seek agencies and organizations to provide services in four (4) Regions that encompass two (2) Service Planning Areas (SPAs) each [North (SPAs 1 & 2), East (SPAs 3 & 4), West (SPAs 5 & 6), South (SPAs 7 & 8)]. Contractors interested in providing services were required to submit separate proposals for each Region for which services were being proposed which demonstrated their ability to provide services for DCFS. As part of the competitive solicitation process, approximately 250 letters were sent to service providers and advertisements ran in the Los Angeles Times, HOY, Compton Bulletin, and Chinese Daily News. The solicitation was also advertised on the County of Los Angeles Internal Services Department Web Site (Attachment III) under two different commodity codes, and the Department of Children and Family Services Web Site. As a result, four (4) potential providers requested hard copies of the RFP, twelve (12) potential providers attended the Proposers' conference, and six (6) proposals were received from three (3) potential contractors; one (1) was for the North Region, two (2) for the East Region, two (2) for the West Region, and one (1) for the South Region. TCCF submitted a proposal for each of the four (4) Regions and ranked the highest average total score in the East and West Regions. TCCF was the only agency to submit a proposal for the North and South Regions.

The six (6) proposals were evaluated on the strengths and weaknesses of critical categories to the services to be provided that were consistent with the criteria identified in the RFP. TCCF is being recommended for the contract awards because their proposals scored the highest. Selection and evaluation included whether proposals were responsive and beneficial to the County.

DCFS has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Contract.

This Contract does not include a provision for cost of living increases.

### **IMPACT ON CURRENT SERVICES**

The PS-MAPP training program provides an opportunity for the Children's Social Worker (CSW) member of the training staff to observe and evaluate prospective resource (foster/ adoptive) parents. These training services benefit foster children by increasing the pool of qualified resource (foster/adoptive) parents to care for them.

Without approval of the recommended actions, PS-MAPP training services will not continue to be available to potential resource (foster/adoptive) parents throughout the County of Los Angeles; thus reducing the Department's ability to place children in appropriate homes.

**CONCLUSION**

Upon approval of this request, instruct the Executive Officer/Clerk of the Board to send an adopted stamped copy of this Board Letter and Contract to:

1. Department of Children and Family Services  
Contracts Administration  
Attention: Walter Chan, Manager  
425 Shatto Place, Room 400  
Los Angeles, CA 90020
2. Office of the County Counsel  
648 Kenneth Hahn Hall of Administration  
500 West Temple, Room 602  
Los Angeles, CA 90012  
Attention: Diane Cachena

Respectfully submitted,

  
PATRICIA S. PLOEHN, LCSW  
DIRECTOR

PP:WC:RML:ra

Attachments (3)

c: Chief Administrative Officer  
County Counsel

**ATTACHMENT I**

**PARTNERING FOR SAFETY AND PERMANENCE – MODEL APPROACH TO  
PARTNERSHIPS IN PARENTING (PS-MAPP) TRAINING SERVICES CONTRACT  
\_\_\_\_\_ REGION**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**



**AND**

**“CONTRACTOR”**

Department of Children and Family Services (DCFS)  
Contracts Administration  
425 Shatto Place, Room 400  
Los Angeles, California 90020

**FEBRUARY 1, 2007**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICE  
PS-MAPP TRAINING SERVICES CONTRACT**

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DEPARTMENT OF CHILDREN AND FAMILY SERVICE  
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**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICE  
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**CONTRACT**  
**PS-MAPP TRAINING SERVICES**

**LIST OF ATTACHMENTS:**

Attachment A	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment B	Community Business Enterprise Form (CBE)
Attachment C	CONTRACTOR'S Employee Acknowledgement and Confidentiality Agreement
Attachment D	CONTRACTOR'S Non-Employee Acknowledgment and Confidentiality Agreement
Attachment E	Auditor-Controller Contract Accounting and Administration Handbook
Attachment F	Internal Revenue Notice 1015
Attachment G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment H	Safely Surrendered Baby Law Fact Sheet
Attachment I	CONTRACTOR'S Administration
Attachment J	COUNTY'S Administration
Attachment K	Charitable Contributions Certification
Attachment L	User Complaint Report (UCR)

Contract Number: \_\_\_\_\_

**COUNTY OF LOS ANGELES  
PARTNERING FOR SAFETY AND PERMANENCE – MODEL APPROACH TO  
PARTNERSHIPS IN PARENTING (PS-MAPP) TRAINING SERVICES  
\_\_\_\_\_ REGION**

Partnering For Safety and Permanence – Model Approach To Partnerships In Parenting (PS-MAPP) Training Services (hereinafter referred to as “Contract”).

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2007, by and between

County of Los Angeles  
hereinafter referred to as  
“COUNTY”

and

\_\_\_\_\_  
hereinafter referred to as  
“CONTRACTOR”.

**RECITALS**

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services, and

WHEREAS, the COUNTY desires to provide Partnering for Safety and Permanence – Model Approach to Partnerships in Parenting (PS-MAPP) training to prospective foster and adoptive parents; and

WHEREAS, COUNTY has determined that the services to be provided under this Contract are needed in order to train prospective foster and adoptive parents to become successful caregivers to children under the care and supervision of the Department of Children and Family Services; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services,

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

## **PART I: UNIQUE TERMS AND CONDITIONS**

### **1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS**

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 7.0, "Change Notices and Amendments" and signed by both parties.
- 1.2 Attachments A, B, C, D, E, F, G, H, I, J, K, and L, set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, and Attachments according to the following priority:

Attachment A	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment B	Community Business Enterprise Form (CBE)
Attachment C	CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement
Attachment D	CONTRACTOR'S Non-Employee Acknowledgment and Confidentiality Agreement
Attachment E	Auditor-Controller Contract Accounting and Administration Handbook
Attachment F	Internal Revenue Notice 1015
Attachment G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment H	Safely Surrendered Baby Law Fact Sheet
Attachment I	CONTRACTOR'S Administration
Attachment J	COUNTY'S Administration
Attachment K	Charitable Contributions Certification
Attachment L	User Complaint Report (UCR)

- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
- A. "Contract" – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
  - B. "CONTRACTOR" – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
  - C. "COUNTY" – means the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
  - D. "COUNTY'S Program Manager" (CPM) – means COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
  - E. "Day" or "Days" – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
  - F. "DCFS" - means COUNTY'S Department of Children and Family Services
  - G. "Director" - means COUNTY'S Director of Children and Family Services or his or her authorized designee.
  - H. "Fiscal Year(s)" - means the twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
  - I. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
  - J. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

## **2.0 PARTIES TO THE CONTRACT**

The parties to this Contract are the County of Los Angeles, hereinafter referred to as "COUNTY" and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR."

### **3.0 TERM AND TERMINATION**

- 3.1 The term of this Contract shall commence on February 1, 2007 and shall continue through January 31, 2008, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 3.2 The COUNTY shall have the sole option to extend the Contract term for up to two (2) additional one-year periods for a maximum total Contract term of three (3) years. Each such option and extension shall be exercised at the sole discretion of the Director upon written notice to the CONTRACTOR, provided that approval of County's Chief Administrative Office (CAO) is obtained prior to any such extension.
- 3.3 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR sixty (60) days prior to the expiration of the contract term, after CAO approval, for a period not to exceed six (6) months, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.
- 3.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 7.0, Notices, of this Contract.

### **4.0 CONTRACT SUM**

- 4.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract, not to exceed the maximum contract sum as set forth in this contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation (per training series completed) as set forth in Exhibit A-2, Pricing Schedule.
- 4.2 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.
- 4.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon

occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 7.0, Notices, of this Contract.

- 4.4 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 4.5 The maximum amount payable under this Contract for the first Contract year shall not exceed, \$\_\_\_\_\_, (\$\_\_\_\_\_) for Contract Year 2007-08, and \$\_\_\_\_\_, (\$\_\_\_\_\_) for each Contract Year 2008-09 and Contract Year 2009-10, in the event the option to extend for two additional one year periods are exercised, hereinafter referred to as "Maximum Annual Contract Sum". The total amount payable under this Contract is \_\_\_\_\_, (\$\_\_\_\_\_) hereinafter referred to as "Maximum Contract Sum" to provide the #\_\_\_ of completed PS-MAPP Training Series annually in the \_\_\_\_\_ Region (SPA \_\_\_ & \_\_\_) that the CONTRACTOR shall serve.
- 4.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit A-3, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 7.0, Change Notices and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.
- 4.7 Time is of the essence with regards to CONTRACTOR'S performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.



#### 4.8 Reallocation of Funds

CONTRACTOR must maintain 40% of the quantity of PS-MAPP training series proposed for their awarded Region as stated in the Contract for each Contract year from February 1st through January 31st. COUNTY will assess CONTRACTOR in the 7<sup>th</sup> month of each Contract year to determine CONTRACTOR'S performance. If CONTRACTOR fails to maintain 40% of the quantity of PS-MAPP training series proposed, in September, CONTRACTOR funds may be reduced and reallocated to other Regions that are meeting their performance levels. The COUNTY, at its discretion, may reduce the CONTRACTOR'S total maximum Contract amount for the following contract year to more accurately reflect the CONTRACTOR'S level of service.

### 5.0 INSURANCE REQUIREMENTS

#### 5.1 General Insurance Requirements

Without limiting CONTRACTOR'S indemnification of the COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR'S own expense.

5.1.1 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

County of Los Angeles  
Department of Children and Family Services  
Contracts Administration  
Attention: Contract Administrator  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

Such certificates or other evidence shall:

- 5.1.1.1 Specifically identify this Contract;
- 5.1.1.2 Clearly evidence all coverage required in this Contract;
- 5.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) Days in advance of cancellation for all policies evidenced on the certificate of insurance;

- 5.1.2 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- 5.1.3 Identify any deductibles or self-insured retentions for COUNTY'S approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 5.1.4 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 5.1.5 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.
- 5.1.6 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
- 5.1.6.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- 5.1.6.2 Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.

5.1.6.3 Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY Contract Manager.

5.1.6.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

5.1.7 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

5.1.8 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

5.1.8.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

5.1.8.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

## 5.2 Insurance Coverage Requirements:

5.2.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

5.2.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

5.2.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

5.2.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

## **6.0 INVOICES AND PAYMENTS**

6.1 CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of the Contract. The CONTRACTOR'S payments shall be as provided in Exhibit A-2, Pricing Schedule, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing, no payments shall be due to the CONTRACTOR for that work.

6.2 CONTRACTOR, with prior approval of COUNTY, may reallocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum for each year between the approved budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs). Any subsequent budget modifications above the five percent (5%) maximum shall be agreed to by the parties and requested in writing by CONTRACTOR. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed as follows:

County of Los Angeles  
Department of Children and Family Services  
Resource Family and Recruitment  
Attention: Glenn Windom, Program Manager  
3075 Wilshire Blvd. Rm. 958  
Los Angeles, CA 90010

And a duplicate copy of the Budget modification request to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Accounting Division, Contract Accounting Section  
425 Shatto Place, Room 204  
Los Angeles, California 90020

- 6.3 CONTRACTOR'S invoices shall be priced in accordance with Exhibit A-2, Pricing Schedule.
- 6.4 CONTRACTOR'S invoices shall contain the information set forth in Exhibit A, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 6.5 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within thirty (30) Days of the last day of the month in which the service was rendered. Any invoice submitted more than thirty days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than sixty (60) Days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) Days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than sixty (60) Days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR'S final invoice.
- 6.6 All invoices under this Contract shall be submitted in duplicate to the following address:

CONTRACTOR shall send original invoices to:

County of Los Angeles

Department of Children and Family Services  
Resource Family and Recruitment  
Attention: Glenn Windom, Program Manager  
3075 Wilshire Blvd. Rm. 958  
Los Angeles, CA 90010

And a duplicate copy of the invoices to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Accounting Division, Contract Accounting Section  
425 Shatto Place, Room 204  
Los Angeles, California 90020

- 6.7 All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY'S Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval.
- 6.8 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circulars, 122 and 133. CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>
- 6.9 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 6.10 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR'S Tax Identification Number.
- 6.11 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) Days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY'S election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum

Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) Days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

- 6.12 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

## **7.0 NOTICES**

- 7.1 All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachment I, CONTRACTOR'S Administration and Attachment J, COUNTY'S Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

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Department of Children and Family Services - Contracts Administration  
**PART II: STANDARD TERMS AND CONDITIONS**



County of Los Angeles - Department of Children and Family Services  
**STANDARD TERMS AND CONDITIONS**

**1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

**1.1 CONTRACTOR’S Program Director**

1.1.1 CONTRACTOR’S Program Director is designated in Exhibit B, Attachment I, CONTRACTOR’S Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR’S Program Director.

1.1.2 CONTRACTOR’S Program Director shall be responsible for CONTRACTOR’S day-to-day activities as related to this Contract and shall coordinate with COUNTY’S Program Manager and Program Monitor on a regular basis.

**1.2 Approval of CONTRACTOR’S Staff**

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR’S staff performing work hereunder and any proposed changes in CONTRACTOR’S staff, including, but not limited to, CONTRACTOR’S Program Director.

**1.3 CONTRACTOR’S Staff Identification**

1.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY’S approval prior to the CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

1.3.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR shall retrieve and return an employee’s ID badge to the COUNTY on the next business day after the employee has terminated employment with the CONTRACTOR.

1.3.3 If COUNTY requests the removal of CONTRACTOR’S staff, CONTRACTOR shall retrieve and return an employee’s ID badge

to the COUNTY on the next business day after the employee has been removed from working on the COUNTY'S Contract.

#### 1.4 Background and Security Investigations

- 1.4.1 At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR'S staff passes or fails the background clearance investigation.
- 1.4.2 COUNTY may request that CONTRACTOR'S staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR'S staff any information obtained through the COUNTY conducted background clearance.
- 1.4.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR'S staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.
- 1.4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-section 1.4 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### 1.5 Confidentiality

- 1.5.1 CONTRACTOR shall maintain the confidentiality of all records and information, including the terms and conditions of the Contract, events or circumstances which occur during the course of CONTRACTOR'S performance under the Contract, billings, COUNTY records, patient records, and other information obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

- 1.5.2 CONTRACTOR shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in COUNTY'S computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY'S prior written consent.
- 1.5.3 CONTRACTOR shall inform all of its directors, officers, shareholders, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 1.5.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C, "CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement".
- 1.5.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment D, "CONTRACTOR'S Non-Employee Acknowledgment and Confidentiality Agreement".
- 1.5.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 1.5.7 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR'S attention, and that includes unauthorized access to CONTRACTOR'S computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR'S or COUNTY'S Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 1.5.8 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

## **2.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit B, Attachment J, COUNTY'S Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

### **2.1 COUNTY'S Program Manager**

The responsibilities of the COUNTY'S Program Manager include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Part II, Change Notices and Amendments; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR'S Program Director on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY'S Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

### **2.2 COUNTY'S Contract Program Monitor**

The COUNTY'S Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY'S Program Manager.

## **3.0 AMERICANS WITH DISABILITIES ACT (ADA)**

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.

#### **4.0 ASSIGNMENT AND DELEGATION**

- 4.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.
- 4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 4.3 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

#### **5.0 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

#### **6.0 BUDGET REDUCTION**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with

respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

## **7.0 CHANGES NOTICES AND AMENDMENTS**

- 7.1 The COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the CONTRACTOR and by DCFS.
- 7.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment shall be prepared and executed by the County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 7.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by DCFS.
- 7.4 The Director of DCFS or the County's Board of Supervisors, may at his/her sole discretion, authorize extensions of time as defined in Part I, Section 3.0, Term and Termination, of this Contract. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to the Contract shall be prepared and executed by the CONTRACTOR and by DCFS.

## **8.0 CHILD ABUSE PREVENTION REPORTING**

- 8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in

danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

## **9.0 CHILD SUPPORT COMPLIANCE PROGRAM**

9.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program

9.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

9.1.2 As required by the COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to

Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **9.2 Termination for Breach of Warranty to Maintain Child Support Compliance**

9.2.1 Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.2, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) Days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this contract pursuant to Part II, Termination for CONTRACTOR'S Default.

## **10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM**

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit B, Attachment B.

## **11.0 COMPLAINTS**

11.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

11.2 Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.

11.2.1 The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.

11.2.2 If the COUNTY request changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days.

11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Program Manager of the status of the investigation within five (5) business Days of receiving the complaint.



- 11.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 11.5 Copies of all written responses shall be sent to the COUNTY'S Program Manager within three (3) business Days of mailing to the complainant.

## **12.0 COMPLIANCE WITH APPLICABLE LAWS**

- 12.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.
- 12.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
- 12.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.
- 12.1.3 CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 12.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

- 12.3 CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

### **13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

### **14.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

This Contract is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B, Attachment G, and incorporated by reference into and made a part of this Contract.

#### **14.1 Written Employee Jury Service Policy**

14.1.1 Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) Days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more

COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section 14.0. The provisions of this Sub-section 14.1.2 shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

14.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

14.1.4 CONTRACTOR'S violation of this Section 14.0 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

## **15.0 CONDUCT OF PROGRAM**

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by CONTRACTOR to

comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

## **16.0 CONFLICT OF INTEREST**

16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY'S approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY'S approval or ongoing evaluation of such work.

16.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

## **17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

17.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

## **18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST**

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

## **19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING**

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit B, Attachment E, Auditor-Controller Contract Accounting and Administration Handbook.

19.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

## **20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

20.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible contractors.

20.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

20.3 The COUNTY may debar a Contractor if the Board of Supervisors, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation

created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

- 20.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 20.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 20.6 After consideration of any objections or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 20.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 20.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or

termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

20.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

## **21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit B, Attachment K the County seeks to ensure that all COUNTY CONTRACTORS, which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR, which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

## **22.0 CONTRACTOR'S WORK**

22.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

22.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

## **23.0 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR'S compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

## **24.0 CRIMINAL CLEARANCES**

- 24.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.
- 24.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 24.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

## **25.0 EMPLOYEE BENEFITS AND TAXES**

- 25.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 25.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property



taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR'S performance hereunder.

## **26.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **27.0 EVENTS OF DEFAULT**

### **27.1 Default for Non-Performance**

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

27.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

27.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

### **27.2 Default for Insolvency**

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

27.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

27.2.2 The filing of a voluntary petition in bankruptcy;

27.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

27.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

### 27.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

## 28.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR'S employees for which the COUNTY may be found jointly or solely liable.

## 29.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY'S written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

## 30.0 FORMER FOSTER YOUTH CONSIDERATION

30.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s)

within CONTRACTOR'S firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Emancipation Services Division  
3530 Wilshire Blvd., Suite 400  
Los Angeles, CA 90010  
FAX: (213) 637-0036

30.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

30.3 CONTRACTOR is exempt from the provisions of this Section 31.0 if it is a governmental entity.

### **31.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

### **32.0 INDEMNIFICATION**

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

### **33.0 INDEPENDENT CONTRACTOR STATUS**

33.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 33.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 33.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 33.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Attachment C, "CONTRACTOR'S Employee Acknowledgement and Confidentiality Agreement". The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Attachment D, CONTRACTOR'S Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

#### **34.0 LIQUIDATED DAMAGES**

- 34.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 34.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-1, Performance Measure Summary (PMS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or
- (c) Upon giving five (5) Days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

34.3 The action noted in Sub-section 34.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

34.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in the PMS or Sub-section 34.2, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

### **35.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

CONTRACTOR represents and warrants that it has registered in the COUNTY'S WebVen. Prior to a contract award, all potential contractors must register in the COUNTY'S WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY'S home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). (There are underscores in the address between the words 'doing business' and 'main db'.)

### **36.0 MOST FAVORED PUBLIC ENTITY**

If the CONTRACTOR'S prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

### **37.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- 37.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 37.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.
- 37.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 37.4 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 37.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 37.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 37.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination

provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

- 37.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **38.0 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal, or like goods and/or services from other entities or sources.

### **39.0 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) Day, give written notice thereof, including all relevant information with respect thereto, to the other party.

### **40.0 NOTICE OF DISPUTE**

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager and/or COUNTY Program Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager or COUNTY Program Director is not able to resolve the dispute, the Director, or designee shall resolve it.

### **41.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, attached hereto as Exhibit B, Attachment F.

## **42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **43.0 PROPRIETARY RIGHTS**

43.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

43.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

43.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".

43.4 COUNTY will use reasonable means to ensure that CONTRACTOR'S proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Sub-section 43.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.



- 43.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 43.4 for:
- 43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 43.3;
- 43.5.2 Any materials, data and information covered under Sub-section 43.2; and
- 43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 43.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 43.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY'S computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY'S prior written consent.
- 43.8 The provisions of Sub-sections 43.5, 43.6, and 43.7 shall survive the expiration or termination of this Contract.

#### **44.0 PUBLIC RECORDS ACT**

- 44.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY'S right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to Part II, Section 46.0, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

- 44.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked “trade secret”, “confidential”, or “proprietary”, the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

## **45.0 PUBLICITY**

- 45.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR’S need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

45.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

45.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY’S Project Director. The COUNTY shall not unreasonably withhold written consent.

- 45.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph shall apply.

## **46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

- 46.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

- 46.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records

pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or Federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY'S sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 46.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 46.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section 46.0 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 46.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum

obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

- 46.6 In addition to the above, the CONTRACTOR agrees, should the COUNTY or its authorized representatives determine, in the COUNTY'S sole discretion, that it is necessary or appropriate to review a broader scope of the CONTRACTOR'S records (including, certain records related to non-COUNTY contracts) to enable the COUNTY to evaluate the CONTRACTOR'S compliance with the COUNTY'S Living Wage Program, that the CONTRACTOR shall promptly and without delay provide to the COUNTY, upon the written request of the COUNTY or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the COUNTY under this Contract, including without limitation, records relating to work performed by said employees on the CONTRACTOR'S non-COUNTY contracts. The CONTRACTOR further acknowledges that the foregoing requirement in this subparagraph relative to CONTRACTOR'S employees who have provided services to the COUNTY under this Contract is for the purpose of enabling the COUNTY in its discretion to verify the CONTRACTOR'S full compliance with and adherence to California labor laws and the COUNTY'S Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter. All such materials and information shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

#### **47.0 RECYCLED-CONTENT PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### **48.0 SAFELY SURRENDERED BABY LAW**

- 48.1 Contractor's Acknowledgement of COUNTY'S Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY'S Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

#### 48.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit B, Attachment H of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### 49.0 SUBCONTRACTING

49.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

49.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request:

49.2.1 A description of the work to be performed by the Subcontractor;

49.2.2 A draft copy of the proposed subcontract; and

49.2.3 Other pertinent information and/or certifications requested by the COUNTY.

49.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.

49.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed subcontract.

- 49.5 COUNTY'S consent to subcontract shall not waive the COUNTY'S right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 49.6 COUNTY'S Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 49.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
- 49.7.1 An executed Exhibit B, Attachment C, "CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- 49.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 5.2, Insurance Coverage Requirements, of this Contract, and
- 49.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR'S Tax Identification Number.
- 49.8 CONTRACTOR shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.
- 49.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 49.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 49.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other

compensation for any Subcontractors or their officers, employees, and agents.

## **50.0 TERMINATION FOR CONTRACTOR'S DEFAULT**

50.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Program Manager:

50.1.1 CONTRACTOR has materially breached this Contract;

50.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

50.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

50.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 50.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section 50.0.

50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR

shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section 50.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 50.4 If, after the COUNTY has given notice of termination under the provisions of this Section 50.0, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 50.0 or that the default was excusable under the provisions of Sub-section 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 51.0, Termination for Convenience.
- 50.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR'S default as provided in Sub-section 50.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY'S costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 50.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.
- 50.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR'S payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Section 32.0, Indemnification.
- 50.6 The rights and remedies of the COUNTY provided in this Section 50.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.



## **51.0 TERMINATION FOR CONVENIENCE**

- 51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) Days after the notice is sent.
- 51.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
  - 51.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
  - 51.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.
- 51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Section 46.0, Record Retention and Inspection/Audit Settlement.

## **52.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 52.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 52.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

- 52.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

### **53.0 TERMINATION FOR INSOLVENCY**

- 53.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

53.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

53.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

53.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR;  
or

53.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

- 53.2 The rights and remedies of the COUNTY provided in this Section 53.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY'S Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY'S Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

### **55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR'S performance hereunder or by any provision of this Contract during any of the COUNTY'S future fiscal years unless and until the

COUNTY'S Board of Supervisors appropriates funds for this Contract in the COUNTY'S Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

## **56.0 USE OF FUNDS**

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR'S provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY'S Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR'S liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

## **57.0 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

## **58.0 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 58.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **59.0 WARRANTY AGAINST CONTINGENT FEES**

59.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

59.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Patricia S. Ploehn, LCSW, Director  
Department of Children and Family Services

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR., County Counsel

BY \_\_\_\_\_  
Kathleen Bramwell, Senior Deputy County Counsel

County of Los Angeles  
Department of Children and Family Services

**PARTNERING FOR SAFETY AND PERMANENCE –  
MODEL APPROACH TO PARTNERSHIPS IN PARENTING  
(PS-MAPP) TRAINING SERVICES**

**EXHIBIT A: STATEMENT OF WORK**

COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

STATEMENT OF WORK

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## 1.0 PREAMBLE

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY'S contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY'S vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY'S outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY'S health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- There is no “wrong door”: wherever a family enters the system is the right place.
- Families receive services tailored to their unique situations and needs.
- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the



COUNTY'S five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

*Personal Service Delivery*

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

*Service Access*

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

*Service Environment*

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area

- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

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**PARTNERING FOR SAFETY AND PERMANENCE  
MODEL APPROACH TO PARTNERSHIP IN PARENTING (PS-MAPP)  
TRAINING SERVICES**

## 2.0 INTRODUCTION

2.1 The Department of Children and Family Services (DCFS) provides training to potential resource families through its Adoption and Permanency Resources Division. DCFS has the responsibility to recruit and train potential resource and adoptive parents, conduct orientations and to approve the homes of applicants seeking placements for children and youth placed under its care and supervision. DCFS has adopted the curriculum “Partnering For Safety And Permanence – Model Approach to Partnership in Parenting (PS-MAPP),” developed by the Child Welfare Institute.

2.1.1 The current child and family service population, along with the requirements of the Adoptions and Safe Families Act (ASFA), mandate that agencies prepare potential resource and adoptive parents to work as team members.

To ensure that DCFS is able to meet the needs of the child and family service population, the adopted curriculum uses five core competencies to help resource and adoptive parents develop the ability to promote children safety, permanence, and well-being:

- Meet the developmental and well-being needs of children and youth coming into care, or being adopted through foster care;
- Meet the safety needs of children and youth coming into care, or being adopted through foster care;
- Support alliance building with parents of children in foster care;
- Support concurrent planning for permanency; and
- Meet their family’s needs in ways that assure that a child’s safety and well-being needs are met.

2.2 PS-MAPP provides an experiential training that prepares potential resource (foster and adoptive) families to make a decision about their ability, willingness and readiness to participate in resource care and adoptive programs, as well as to determine their desire and ability to work as partners in permanency planning. Permanency planning is the service provided to achieve Legal Permanence for a child when efforts to reunify have failed until the court terminates family reunification services.

2.3 Concurrent planning acknowledges that permanency is best achieved when a child returns to a birth parent who can safely care for the child and calls for intensive family reunification services. However, concurrent

planning also acknowledges that not all children will be able to return home and allows Children's Social Workers (CSWs) to simultaneously work toward alternate permanent plans, such as adoption and legal guardianship, for children in the event that reunification efforts are unsuccessful. Concurrent planning facilitates adoption and legal guardianship.

- 2.4 Each PS-MAPP training series is taught by a three-member team, consisting of one CONTRACTOR Instructor, one experienced resource/adoptive parent under the employ of the CONTRACTOR, and one COUNTY Children's Social Worker (CSW) instructor provided by the COUNTY. All team members must be certified to train the PS-MAPP curriculum by participating in the PS-MAPP Leadership training facilitated by Child Welfare Institute (CWI) or CWI trained CONTRACTOR. The PS-MAPP curriculum (see Exhibit A-5 for curriculum learning objectives) is designed to provide knowledge and skills to potential resource and adoptive parents to become successful caregivers to children placed under their care and supervision by DCFS CSW. Potential resource and adoptive parents must be licensed by the Community Care Licensing (CCL) Division of the California Department of Social Services (CDSS), and approved by DCFS for placement. All care providers are required to complete PS-MAPP training before the placement of any child or children in their homes. This Statement of Work (SOW) further explains the services required.

### 3.0 DEFINITIONS

- 3.1 **Adoptive Parent** – shall be defined as a person(s) who has adopted, or is in the process of adopting, a child or children.
- 3.2 **Adoptive, Safe and Family Act** – shall be defined as the Congressional enactment to assure the safety of children known to the child welfare system; to expedite permanency, and to provide States with more options to achieve permanency.
- 3.3 **Children's Social Worker (CSW)** – shall be defined as Social Workers with the Department of Children and Family Services (DCFS) managing caseloads of children who are under the supervision and custody of DCFS.
- 3.4 **Concurrent Planning** – shall be defined as the development of two permanency goals at the same time.
- 3.5 **CONTRACTOR** – shall be defined as the sole proprietor, partnership, or corporation that has entered into a Contract with the COUNTY to perform or execute the work covered by the Statement of Work.

- 3.6 **CONTRACTOR Instructor** – shall be defined as CONTRACTOR or designee's participation as a co-trainer in PS-MAPP training sessions.
- 3.7 **CONTRACTOR Program Director (CDP)** – shall be defined as CONTRACTOR'S officer or employee responsible for administering the Contract in accordance with the Statement of Work.
- 3.8 **COUNTY Program Manager (CPM)** – shall be defined as the individual responsible for the day-to-day management of the Agreement and designated by COUNTY to monitor the program and provide assistance to the CONTRACTOR in the administration of the Agreement.
- 3.9 **Fiscal Year** – shall be defined as the twelve (12) month period beginning July 1st and ending the following June 30th.
- 3.10 **Foster Family Agency (FFA)** – shall be defined as a non-profit organization licensed by the State of California to recruit, certify, train and provide professional support to foster parents.
- 3.11 **Legal Permanence** – shall be defined as an order from dependency court granting a child(ren) permanent residency in the home of parent, adoptive parent or relative legal guardian.
- 3.12 **Module** – shall be defined as a 3-hour session in the PS-MAPP training series. The PS-MAPP training series consists of eleven 3-hour sessions for a total of thirty-three hours of training.
- 3.13 **Partnering for Safety and Permanence - Model Approach to Partnerships in Parenting (PS-MAPP)** – shall be defined as a comprehensive 33 hour training program designed to provide resource and adoptive parents with a firm foundation of knowledge, skills and attitudes regarding resource care and adoption, as well as enhance their ability to care for the children placed in their homes.
- 3.14 **PS-MAPP Participants** – shall be defined as potential resource families who have completed an informational orientation as well as enrolled and/or attended the first module of the PS-MAPP training series.
- 3.15 **Quality Assurance Plan** – shall be defined as a plan that demonstrates how the objectives for the contracted activities/services will be met. A continuous Quality Improvement Process Plan shall review and assure all requirements of the contract are met or exceeded.
- 3.16 **Resource Family** – shall be defined as potential foster and adoptive care providers who are prepared for concurrent planning.

#### **4.0 PROGRAM MANAGEMENT REQUIREMENTS**

- 4.1 The COUNTY shall provide a Program Manager (CPM) to coordinate the delivery of the services of this Contract with the CPD.
- 4.2 The CPM or designated alternate will have full authority to monitor CONTRACTOR'S performance in the day-to-day operation of this Contract.
- 4.3 The CPM will provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 4.4 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.
- 4.5 COUNTY'S Program Manager, responsible for daily management of Contract operation and overseeing monitoring activities, is identified in Attachment J.
- 4.6 CONTRACTOR shall designate a Program Director (CPD) responsible for daily management of Contract operation and overseeing the work to be performed by CONTRACTOR as defined in this Statement of Work. The CONTRACTOR'S Program Director is identified in Attachment I.
- 4.7 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.
- 4.8 Overall project coordination between CONTRACTOR and COUNTY shall be through COUNTY'S Program Manager or designee and the CONTRACTOR'S Program Director, authorized representative(s) or their designated alternates.

#### **5.0 COUNTY'S GENERAL RESPONSIBILITIES**

- 5.1 The COUNTY'S Program Manager has full authority to monitor and evaluate the CONTRACTOR'S performance under this Agreement.
  - 5.1.1 The COUNTY'S Program Manager or designee may make unannounced site visits to determine adherence to the PS-MAPP curriculum and appropriateness of trainers; query participants by mail or telephone for progress reports; or request written reports on specific PS-MAPP issues.

5.1.2 Random site visits will take place at a minimum on a quarterly basis. Time and site are determined at the discretion of the COUNTY Program Manager.

5.2 COUNTY will assign a DCFS Children's Social Worker (CSW) certified in the PS-MAPP curriculum to participate as one of the three PS-MAPP co-trainers for each training team.

5.3 The COUNTY Program Manager shall offer technical assistance and/or guidance to the CONTRACTOR in areas relating to COUNTY policy, information requirements and procedural requirements in the performance of this Agreement.

5.4 COUNTY shall notify CONTRACTOR in writing of scheduled recruitment activities that require the presentation of PS-MAPP training information. Such activities shall include, but are not limited to, targeted recruitment events and designated community events countywide.

5.5 The COUNTY Program Manager shall review and approve each fiscal year training schedule calendar (detailed in SOW, Section 8.7) provided by the CONTRACTOR.

5.6 The COUNTY Program Manager is not authorized to make any changes in the terms and conditions of any Agreement and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the Agreement.

## 6.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

### 6.1 CONTRACTOR'S Personnel

6.1.1 CONTRACTOR'S personnel shall be qualified professional staff with the background, experience and expertise to provide the services required:

6.1.1.1 CONTRACTOR Instructors, other than the experienced resource and/or adoptive parent care providers, shall meet the following minimum requirements:

- Bachelor Degree in child development, sociology, psychology or a closely related field, and
- At least one (1) year of experience instructing, teaching or training adults in parenting, child development or a closely related area of study.

*(Some Related Fields of Study include: Behavior Science, Early Childhood Development; Human Development; Human Services; Social Welfare; Child/Adolescent Development; Liberal Studies with Concentration in Psychology or Sociology; or a 50% Human Related Field with upper Division courses - 300 and above)*

6.1.1.2 CONTRACTOR shall employ an experienced foster and/or adoptive parent caregiver for each training team. CONTRACTOR shall ensure that the experienced foster and/or adoptive parent caregiver in the position of trainer has one year of verifiable experience demonstrating the competent ability to instruct, teach, and train adults.

6.1.1.3 COUNTY Program Manager must approve CONTRACTOR Instructors and Resource Parent Trainers prior to the Instructors and Trainers co-leading PS-MAPP groups.

6.1.2 CONTRACTOR **shall not** employ DCFS staff as CONTRACTOR Instructors.

6.1.3 CONTRACTOR shall maximize enrollment by participating in COUNTY recruitment efforts as identify by the COUNTY Program Manager.

6.1.4 CONTRACTOR shall notify COUNTY Program Manager or designee of its scheduled community recruitment activities (see section 8.9) at least five (5) business days prior to such event.

## 6.2 PS-MAPP Trainers

6.2.1 CONTRACTOR is responsible for training and certifying trainers in the PS-MAPP curriculum through the Child Welfare Institute or CWI trained PS-MAPP Trainer(s). Certified trainers will train CONTRACTOR'S instructors, experienced care providers, and DCFS CSWs assigned to the program on the PS-MAPP curriculum at least sixty (60) days after contract start date.

6.2.2 A team of certified PS-MAPP trainers (hereinafter referred to as the "PS-MAPP Training Team") shall consist of one CONTRACTOR instructor, one experienced resource and/or adoptive parent care provider, and one DCFS CSW. The instructor and the experienced foster and/or adoptive parent shall be employees of the CONTRACTOR.

6.2.3 CONTRACTOR shall assign the CONTRACTOR members of the Training Teams to training facilities. The certified PS-MAPP



Training Team assigned to a particular facility will provide the training at the site.

- 6.2.4 COUNTY reserves the right to request termination of services of an experienced caregiver or a CONTRACTOR instructor performing under this contract if the COUNTY determines the performance of this PS-MAPP trainer to be unacceptable.

## 7.0 REPORTS AND RECORD KEEPING

- 7.1 CONTRACTOR shall provide COUNTY with a monthly service report. CONTRACTOR shall include in the monthly service report copies of any and all Corrective Action Plans issued during the prior month and notes on any changes to internal processes, policies or procedures required to comply with any Corrective Action Plans.

### 7.2 PS-MAPP Monthly Reports

- 7.2.1 CONTRACTOR shall submit monthly PS-MAPP activity reports to the COUNTY Program Manager or designee. The monthly activities reports shall include, but are not limited to the names of the potential resource/adoptive care providers, who have enrolled and completed the PS-MAPP training. Also included shall be the dates of the training, and site locations. A sample format of the monthly PS-MAPP activity report is provided in Exhibit A-3.

- 7.2.2 CONTRACTOR shall submit to COUNTY Program Manager, upon COUNTY'S request, any reports or correspondence related to instructors' job performance including the CONTRACTOR versions of periodic performance evaluations of their staff.

### 7.3 PS-MAPP Participant Surveys

- 7.3.1 COUNTY Program Manager will provide a survey to CONTRACTOR to administer by telephone to participants who enroll in PS-MAPP trainings but do not attend and/or participants who attend PS-MAPP training but do not graduate. Survey results are to be summarized and forwarded to the COUNTY Program Manager quarterly with the original surveys attached.

## 8.0 SCOPE OF WORK

### 8.1 Training Facilities

- 8.1.1 CONTRACTOR shall provide a minimum of one (1) training facility for every three (3) PS-MAPP training series, located within each Service Planning Area within the awarded Region (North, South,

East, or West), which encompasses two Service Planning Areas (Section 8.2.1 below). A zip code list with Service Planning Areas is detailed in Exhibit A-2. Additional training facilities shall be added contingent upon the evaluation of population need and data for PS-MAPP training modules as determined by the COUNTY.

8.1.2 CONTRACTOR shall provide safe and pleasant training facilities that are easily accessible by public transportation. The training facilities shall accommodate up to twenty-five (25) adult participants, with tables and chairs arranged in a U-shape or semicircle. In addition, CONTRACTOR shall provide clean and operable restroom facilities as well as safe and convenient parking within reasonable proximity of the classroom for the duration of the training.

## 8.2 Number of PS-MAPP Training Series

8.2.1 CONTRACTOR shall schedule and conduct PS-MAPP training series as determined by the COUNTY. The minimum number of PS-MAPP training series that shall be provided are as follows:

AREA	SPA	NUMBER OF PS-MAPP SERIES	NUMBER OF PS-MAPP FACILITIES PER SPA
North	1	3	1
	2	6	2
East	3	6	2
	4	9	3
West	5	3	1
	6	12	4
South	7	6	2
	8	9	3

The chart above reflects the estimated average number of PS-MAPP training series from FY 2004, 2005 and 2006.

8.2.2 Additional training shall be added contingent upon the evaluation of population need and data for PS-MAPP trainings as determined by the COUNTY.

## 8.3 Number of PS-MAPP Participants

8.3.1 During the term of the Contract, each PS-MAPP Training Module shall consist of twenty (20) to twenty-five (25) enrolled attendees. Exceptions to the number of participants shall be approved by COUNTY Program Manager or designee prior to the start of the first module of a training series.

#### 8.4 PS-MAPP Curriculum

8.4.1 The 33-hour PS-MAPP curriculum training series will consist of ten (10) 3-hour training modules and (3) hours for admission process and evaluations.

8.4.2 CONTRACTOR will provide training for each participant and complete each PS-MAPP training series within a six-week period from the start of the first module of the training series.

#### 8.5 PS-MAPP Training Materials

8.5.1 CONTRACTOR shall purchase the current curriculum (L.A. County Version) through the Child Welfare Institute and provide all training materials, manuals and necessary supplies to PS-MAPP training participants.

#### 8.6 Preparation Meetings

8.6.1 CONTRACTOR Instructor shall meet at least once, or more if needed, with each PS-MAPP Training Team for a preparation meeting no less than seven (7) days before the start of PS-MAPP Module One. The PS-MAPP Training Team shall meet prior to the first training module for each PS-MAPP training series to discuss the training curriculum and their respective training roles throughout the training series.

#### 8.7 PS-MAPP Training Schedules

8.7.1 CONTRACTOR shall offer a varied tentative training schedule at multiple locations to accommodate potential resource families. CONTRACTOR shall submit a master schedule for the entire contract term for review and approval by the COUNTY Program Manager at the commencement of the contract term and submit monthly updates by the 30<sup>th</sup> of each month until the termination of the Contract. This master schedule shall include each site and dates, times and language of the proposed PS-MAPP modules. CONTRACTOR shall offer PS-MAPP training modules during evenings Monday through Friday, and on Saturdays. PS-MAPP training modules may also be required during normal business hours.

8.7.2 CONTRACTOR and COUNTY Program Manager, or designee, shall conduct a mid-year review of the training schedule calendar to make modifications and to ensure that the PS-MAPP training needs of COUNTY are met.

- 8.7.3 CONTRACTOR shall coordinate the dates, times and locations with each PS-MAPP Training Team prior to submitting the training schedule calendar to the COUNTY Program Manager. The training schedule calendar start dates, days of the week and times of day for each of the training modules shall be staggered to prevent gaps or overlapping of modules.
- 8.7.4 CONTRACTOR shall submit this training schedule calendar to the COUNTY Program Manager or designee for final approval at least fifteen (15) days prior to the anticipated start date of the first training series. The COUNTY Program Manager or designee shall notify the CONTRACTOR of approval/denial of the training schedule calendar within ten (10) business days of submission of the calendar by the CONTRACTOR.

#### 8.8 Language Diversity for PS-MAPP Training

- 8.8.1 CONTRACTOR is required to have the ability to provide up to 25% of the PS-MAPP training modules in Spanish per Region. CONTRACTOR shall reflect the language of each PS-MAPP training series in the 12-month schedule calendar detailed in Section 8.7. In the event no Spanish modules are needed by the end of the seventh month of the Contract, CONTRACTOR shall contact the Program Manager and provide written justification to waive said requirement. PS-MAPP training modules to be conducted in a language other than English or Spanish may be requested of the CONTRACTOR by COUNTY Program Manager. CONTRACTOR may be required to provide training, including translators and translation of training materials, for other language populations including, but not limited to: Cambodian, Chinese, Korean, Tagalog, Vietnamese, and the hearing impaired. COUNTY will provide CONTRACTOR written notice if training for other language populations is required. Once notified, CONTRACTOR has 120 days to provide such training.

#### 8.9 PS-MAPP Recruitment and Referrals

- 8.9.1 CONTRACTOR shall provide outreach recruitment to adults, ages 18 and older, at COUNTY specified events by providing potential participants with brochures regarding recruitment activities and training schedules.
- 8.9.2 CONTRACTOR may enroll for PS-MAPP training only potential resource and adoptive parents who have attended an informational orientation (facilitated by DCFS) and can provide written verification of their attendance.

- 8.9.3 The CONTRACTOR must request and keep a copy of this verification form prior to the potential resource parent's completion of the PS-MAPP training series. If CONTRACTOR recruits a potential resource parent independently of DCFS, that individual must be referred to the Department's Recruitment Line at 1-888-811-1121 in order to be scheduled to attend an orientation.

Upon completion of the PS-MAPP training, the CONTRACTOR cannot utilize the referred potential resource parents as resource parents for their own agency for three (3) years from the completion of their PS-MAPP training.

- 8.9.3.1 If the PS-MAPP participant who completes the PS-MAPP training is recruited by CONTRACTOR, CONTRACTOR shall reimburse the COUNTY the cost of training any resource parent that is recruited by CONTRACTOR.
- 8.9.3.2 COUNTY Program Manager or designee shall provide to CONTRACTOR a monthly list (Region specific) of those individuals who attended an orientation meeting.
- 8.9.3.3 CONTRACTOR must contact and enroll potential foster and/or adoptive parents from the list. The respective training facility shall be responsible for outreach and enrollment after a potential resource family has attended a scheduled orientation.
- 8.9.3.4 CONTRACTOR shall not enroll current DCFS employees in PS-MAPP trainings under this contract.
- 8.9.4 CONTRACTOR shall inquire of PS-MAPP participants as to whether or not they are certified with a Foster Family Agency (FFA) and document in the monthly activity report. Persons who are certified with a Foster Family Agency **are not** authorized to register and/or attend a PS-MAPP training series without written approval from the COUNTY Program Manager or designee.
- 8.9.5 If CONTRACTOR offers similar or other PS MAPP trainings to those who are not authorized to participate under this contract, such as FFA certified participants, CONTRACTOR shall not commingle or combine those participants and trainings with the participants and training program covered by this contract.

## 8.10 Course Measure of Effectiveness

8.10.1 CONTRACTOR shall administer questionnaires and exams to PS-MAPP participants to measure course effectiveness regarding the PS-MAPP curriculum and the Quality of Life Standards as specified in the Quality of Life Standards for Children in Out-of-Home Care, FYI 02-08, Exhibit A-4.

8.10.1.1 CONTRACTOR shall administer a PS-MAPP training evaluation provided within the PS-MAPP Curriculum to PS-MAPP participants to measure the effectiveness and the quality of the training series, trainers, training facilities, etc. at the last module of the series. CONTRACTOR shall summarize training evaluations and provide a report to COUNTY Program Manager with the original evaluations attached, as well as the invoice for the completion of the PS-MAPP training series. The training evaluations shall be used by COUNTY and CONTRACTOR to develop strategies for improvements.

## 9.0 QUALITY ASSURANCE PLAN AND FAILURE TO PERFORM

9.1 The CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) approved by the CPM to assure the requirements of the contract are met. An approved copy must be provided to the CPM on the contract start date and as changes occur. The original QAP and any revisions thereto shall include, but not be limited to, the following:

9.1.1 Methods used to insure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work and Exhibit A-1, Performance Measure Summary. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

9.1.2 Methods for insuring uninterrupted service to COUNTY in the event of a strike by CONTRACTOR'S employees or any other potential disruption in service.

9.2 CONTRACTOR shall not utilize any employee or subcontractor whose work has been deemed deficient and unacceptable by the CPM.

9.3 CONTRACTOR shall develop a written QAP approved by the CPM, which defines all required services the CONTRACTOR provides as stipulated in the Performance Measure Summary, Exhibit A-1.

The QAP shall demonstrate how the objectives for the contracted activities/services will be met. The QAP must assure that the quality of the service will meet or exceed COUNTY requirements regarding timeliness, accuracy, effectiveness and completeness. The QAP must explain how policies and procedures will be disseminated, implemented and utilized by CONTRACTOR staff. The QAP plan must be provided to COUNTY Program Manager prior to the commencement of the contract term and as updated thereafter.

- 9.4 The CONTRACTOR shall also establish and maintain a continuous Quality Improvement Process Plan to periodically review and assure all requirements of the contract are met or exceeded. A current copy of the continuous Quality Improvement Process Plan approved by the CPM must be provided to COUNTY Program Manager for review and approval upon commencement of the Contract and as updated thereafter.
- 9.5 The QAP shall include, but is not limited to, manuals that contain PS-MAPP data for all training components defined herein.

The plan shall include an identified monitoring system covering all the services listed in the Performance Measure Summary, Exhibit A-1, as well as methods for identifying and preventing deficiencies in the quality of services, specifically, the following factors must be included in the QAP:

- Activities to be monitored to ensure compliance with all Statement of Work requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and
- File of all monitoring results, including any corrective action taken.

## 10.0 QUALITY ASSURANCE MONITORING

- 10.1 The CPM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR'S performance under this contract using the CPM approved QAP specified in this Statement of Work and Exhibit A-1, Performance Measure Summary. All monitoring will be conducted in accordance with Part II, Section 23.0, COUNTY'S Quality Assurance Plan, of the Contract.

**PERFORMANCE MEASURE SUMMARY  
TARGET POPULATION**

**PARTNERING FOR SAFETY AND PERMANENCE –  
MODEL APPROACH TO PARTNERSHIPS IN PARENTING  
(PS-MAPP) TRAINING SERVICES**



**TARGET POPULATION**

- 1.0 The target population for PS-MAPP training services are: Individuals and Families residing in the County of Los Angeles, who desire to become qualified Resource Family and Adoptive Parents. A resource parent will support the goal of family reunification, and when reunification is not possible, be approved to provide legal permanence for a child.

<b>PERFORMANCE MEASURE SUMMARY</b>		
<b>1.0 PERMANENCE</b>		
<b>PROGRAM: PS-MAPP</b>		
<b>PROGRAM TARGET GROUP:</b> Prospective Resource (Foster and Adoptive) Parents		
<b>PROGRAM GOAL AND OUTCOME:</b> Permanency – Resource parents shall be trained to support the goal of reunification and when that is not possible, be prepared to provide permanence for a child in out of home care.		
<b>OUTCOME INDICATORS</b>	<b>PERFORMANCE TARGETS</b>	<b>METHOD OF DATA COLLECTION</b>
Increase number of prospective resource parents trained in PS-MAPP	80% of the enrolled participants complete the orientation process  100% of the participants attending the training were accommodated	Monthly Activity Reports Master Training Calendar
Provide prospective resource parents with easy access to PS-MAPP training	100% of the training modules do not overlap	Quality Assurance Report Random Site Visits CSW Feedback Master Training Calendar
Provide PS-MAPP training services that are responsive to the public needs	25% of the training series were in a language other than English	Personnel Reports Master Training Calendar
Provide prospective resources parents with quality training	90% of participants indicated that the training assisted them with their foster care goals	PS-MAPP Training Evaluation and Surveys and Summary Report

**PARTNERING FOR SAFETY AND PERMANENCE – MODEL APPROACH TO  
PARTNERSHIPS IN PARENTING (PS-MAPP) TRAINING SERVICES  
PRICING SCHEDULE – \_\_\_\_\_ REGION**

CONTRACTOR hereby agrees to perform the services, the scope of which is set forth in the above-identified contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments and Contract.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments, and Contract.

Fixed Cost Per Completed Series \_\_\_\_\_  
for each completed series of training

Less \_\_\_\_\_% match from CONTRACTOR \_\_\_\_\_

**Total Series Cost Payable to CONTRACTOR** \_\_\_\_\_  
**for each completed series of training**

Each completed thirty-three (33) hour PS-MAPP Training series comprises one series of training.

The thirty-three (33) hour PS-MAPP Training series consists of eleven three-hour training modules completed over an six (6) week period with a starting class size between twenty (20) and twenty-five (25) potential foster/adoptive parent participants.

**ANNUAL CONTRACT COST RECAP:**

Maximum Total Contract Sum \_\_\_\_\_

Total Contractor's Match at \_\_\_\_\_% \_\_\_\_\_  
of total Project Cost

Total Completed Series Cost (for #\_\_\_ series) \_\_\_\_\_

Exhibit A-3: Line Item Budget

EXHIBIT A-3 Line Item Budget Cont.

EXHIBIT A-3 Line Item Budget Cont.

Exhibit A-4: Department of Children and Family Services - Service Planning Areas

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**SERVICE PLANNING AREAS**



Los Angeles County  
Department of Children and Family Services



Exhibit A-4: DCFS Service Planning Areas Cont.

**Zip Code List with Communities and Service Planning Areas**

Zip Code	Community*	Service Planning Area	Zip Code	Community*	Service Planning Area
90001	South Central LA/Co.	SPA 6 South	90041	Northeast LA	SPA 4 Metro
90002	South Central LA/Co.	SPA 6 South	90042	Northeast LA	SPA 4 Metro
90003	South Central LA	SPA 6 South	90043	Crenshaw LA/Co.	SPA 6 South
90004	Wilshire LA	SPA 4 Metro	90044	South Central LA/Co.	SPA 6 South
90005	Wilshire LA	SPA 4 Metro	90045	Westchester LA	SPA 5 West
90006	Wilshire LA	SPA 4 Metro	90046	West Hollywood	SPA 4 Metro
90007	University LA	SPA 6 South	90047	South Central LA/Co.	SPA 6 South
90008	Crenshaw LA/Co.	SPA 6 South	90048	West Wilshire LA	SPA 4 Metro
90010	Wilshire LA	SPA 4 Metro	90049	Brentwood LA	SPA 5 West
90011	University LA	SPA 6 South	90056	Culver City/Ladera	SPA 5 West
90012	Central L.A. LA	SPA 4 Metro	90057	Wilshire LA	SPA 4 Metro
90013	Central L.A. LA	SPA 4 Metro	90058	Huntington Pk/Vernon	SPA 7 East
90014	Central L.A. LA	SPA 4 Metro	90059	South Central LA/Co.	SPA 6 South
90015	Central L.A. LA	SPA 4 Metro	90061	West Compton LA/Co.	SPA 6 South
90016	Crenshaw LA	SPA 6 South	90062	University LA	SPA 6 South
90017	Central L.A. LA	SPA 4 Metro	90063	East L.A. LA	SPA 7 East
90018	University LA	SPA 6 South	90064	West L.A. LA	SPA 5 West
90019	Wilshire LA	SPA 4 Metro	90065	Northeast LA	SPA 4 Metro
90020	Wilshire LA	SPA 4 Metro	90066	Venice/Mar Vista LA	SPA 5 West
90021	Central L.A. LA	SPA 4 Metro	90067	Westwood LA	SPA 5 West
90022	East L.A. LA	SPA 7 East	90068	Hollywood LA	SPA 4 Metro
90023	East L.A. LA	SPA 4 Metro	90069	West Hollywood	SPA 4 Metro
90024	West L.A. LA	SPA 5 West	90071	Central L.A. LA	SPA 4 Metro
90025	West L.A. LA	SPA 5 West	90073	Veterans Administration LA/Co.	SPA 5 West
90026	Central L.A. LA	SPA 4 Metro	90077	Bel Air LA	SPA 5 West
90027	Hollywood LA	SPA 4 Metro	90094	Playa del Rey LA	SPA 5 West
90028	Hollywood LA	SPA 4 Metro	90201	Bell	SPA 7 East
90029	Hollywood LA	SPA 4 Metro	90210	Beverly Hills	SPA 5 West
90031	Northeast LA	SPA 4 Metro	90211	Beverly Hills	SPA 5 West
90032	Northeast LA	SPA 4 Metro	90212	Beverly Hills	SPA 5 West
90033	East L.A. LA	SPA 4 Metro	90220	Compton	SPA 6 South
90034	West L.A. LA	SPA 5 West	90221	Compton	SPA 6 South
90035	West L.A. LA	SPA 5 West	90222	Compton	SPA 6 South
90036	West Wilshire LA	SPA 4 Metro	90230	Culver City/Ladera	SPA 5 West
90037	University LA	SPA 6 South	90232	Culver City/Ladera	SPA 5 West
90038	Hollywood LA	SPA 4 Metro	90240	Downey	SPA 7 East
90039	Northeast LA	SPA 4 Metro	90241	Downey	SPA 7 East
90040	Commerce	SPA 7 East	90242	Downey	SPA 7 East



Exhibit A-4: DCFS Service Planning Areas Cont.

**Zip Code List with Communities and Service Planning Areas**

90245	El Segundo	SPA 8	South Bay	90603	Whittier	SPA 7	East
90247	Gardena	SPA 8	South Bay	90604	Whittier	SPA 7	East
90248	Gardena	SPA 8	South Bay	90605	Whittier	SPA 7	East
90249	Gardena	SPA 8	South Bay	90606	Whittier	SPA 7	East
90250	Hawthorne	SPA 8	South Bay	90631	La Habra	SPA 7	East
90254	Beach Cities	SPA 8	South Bay	90638	La Mirada	SPA 7	East
90255	Huntington Park	SPA 7	East	90640	Montebello	SPA 7	East
90260	Lawndale	SPA 8	South Bay	90650	Norwalk	SPA 7	East
90262	Lynwood	SPA 6	South	90660	Pico Rivera	SPA 7	East
90265	Malibu	SPA 5	West	90670	Santa Fe Springs	SPA 7	East
90266	Beach Cities	SPA 8	South Bay	90701	Artesia	SPA 7	East
90270	Maywood	SPA 7	East	90703	Cerritos	SPA 7	East
90272	Pacific Palisades LA	SPA 5	West	90706	Bellflower	SPA 7	East
90274	Palos Verdes	SPA 8	South Bay	90710	Harbor City LA	SPA 8	South Bay
90275	Palos Verdes	SPA 8	South Bay	90712	Lakewood	SPA 7	East
90277	Beach Cities	SPA 8	South Bay	90713	Lakewood	SPA 7	East
90278	Beach Cities	SPA 8	South Bay	90715	Lakewood	SPA 7	East
90280	South Gate	SPA 7	East	90716	Hawaiian Gardens	SPA 7	East
90290	Calabasas	SPA 2	San Fernando	90717	Lomita	SPA 8	South Bay
90291	Venice/Mar Vista LA	SPA 5	West	90723	Paramount	SPA 6	South
90292	Venice/Mar Vista LA/Co.	SPA 5	West	90731	San Pedro LA	SPA 8	South Bay
90293	Playa del Rey LA	SPA 5	West	90732	San Pedro LA	SPA 8	South Bay
90301	Inglewood	SPA 8	South Bay	90744	Wilmington LA	SPA 8	South Bay
90302	Inglewood	SPA 8	South Bay	90745	Carson	SPA 8	South Bay
90303	Inglewood	SPA 8	South Bay	90746	Carson	SPA 8	South Bay
90304	Inglewood	SPA 8	South Bay	90747	Carson	SPA 8	South Bay
90305	Inglewood	SPA 8	South Bay	90802	Long Beach	SPA 8	South Bay
90401	Santa Monica	SPA 5	West	90803	Long Beach	SPA 8	South Bay
90402	Santa Monica	SPA 5	West	90804	Long Beach	SPA 8	South Bay
90403	Santa Monica	SPA 5	West	90805	Long Beach	SPA 8	South Bay
90404	Santa Monica	SPA 5	West	90806	Long Beach	SPA 8	South Bay
90405	Santa Monica	SPA 5	West	90807	Long Beach	SPA 8	South Bay
90501	Torrance	SPA 8	South Bay	90808	Long Beach	SPA 8	South Bay
90502	Torrance	SPA 8	South Bay	90810	Long Beach	SPA 8	South Bay
90503	Torrance	SPA 8	South Bay	90813	Long Beach	SPA 8	South Bay
90504	Torrance	SPA 8	South Bay	90814	Long Beach	SPA 8	South Bay
90505	Torrance	SPA 8	South Bay	90815	Long Beach	SPA 8	South Bay
90601	Whittier	SPA 7	East	90822	Long Beach	SPA 8	South Bay
90602	Whittier	SPA 7	East	90840	Long Beach	SPA 8	South Bay
91001	Altadena	SPA 3	San Gabriel	91325	Northridge LA	SPA 2	San Fernando

Exhibit A-4: DCFS Service Planning Areas Cont.

**Zip Code List with Communities and Service Planning Areas**

91006	Arcadia	SPA 3	San Gabriel	91326	Northwest SFV LA	SPA 2	San Fernando
91007	Arcadia	SPA 3	San Gabriel	91331	Pacoima LA	SPA 2	San Fernando
91010	Duarte	SPA 3	San Gabriel	91335	Mid-SFV LA	SPA 2	San Fernando
91011	La Canada	SPA 2	San Fernando	91340	San Fernando	SPA 2	San Fernando
91016	Monrovia	SPA 3	San Gabriel	91342	Sylmar LA	SPA 2	San Fernando
91020	La Crescenta	SPA 2	San Fernando	91343	North Hills LA	SPA 2	San Fernando
91023	Mt. Wilson	SPA 3	San Gabriel	91344	Northwest SFV LA	SPA 2	San Fernando
91024	Sierra Madre	SPA 3	San Gabriel	91345	North Hills LA	SPA 2	San Fernando
91030	South Pasadena	SPA 3	San Gabriel	91350	Santa Clarita	SPA 2	San Fernando
91040	Sunland LA	SPA 2	San Fernando	91351	Santa Clarita	SPA 2	San Fernando
91042	Tujunga LA	SPA 2	San Fernando	91352	Sunland LA	SPA 2	San Fernando
91046	Glendale	SPA 2	San Fernando	91354	Santa Clarita	SPA 2	San Fernando
91101	Pasadena	SPA 3	San Gabriel	91355	Santa Clarita	SPA 2	San Fernando
91103	Pasadena	SPA 3	San Gabriel	91356	Encino LA	SPA 2	San Fernando
91104	Pasadena	SPA 3	San Gabriel	91361	Westlake Village	SPA 2	San Fernando
91105	Pasadena	SPA 3	San Gabriel	91362	Thousand Oaks	SPA 2	San Fernando
91106	Pasadena	SPA 3	San Gabriel	91364	Woodland Hills LA	SPA 2	San Fernando
91107	Pasadena	SPA 3	San Gabriel	91367	Woodland Hills LA	SPA 2	San Fernando
91108	San Marino	SPA 3	San Gabriel	91381	Santa Clarita	SPA 2	San Fernando
91201	Glendale	SPA 2	San Fernando	91384	Santa Clarita	SPA 2	San Fernando
91202	Glendale	SPA 2	San Fernando	91401	Van Nuys LA	SPA 2	San Fernando
91203	Glendale	SPA 2	San Fernando	91402	Van Nuys LA	SPA 2	San Fernando
91204	Glendale	SPA 2	San Fernando	91403	Sherman Oaks LA	SPA 2	San Fernando
91205	Glendale	SPA 2	San Fernando	91405	Van Nuys LA	SPA 2	San Fernando
91206	Glendale	SPA 2	San Fernando	91406	Mid-SFV LA	SPA 2	San Fernando
91207	Glendale	SPA 2	San Fernando	91411	Van Nuys LA	SPA 2	San Fernando
91208	Glendale	SPA 2	San Fernando	91423	Sherman Oaks LA	SPA 2	San Fernando
91214	La Crescenta	SPA 2	San Fernando	91436	Encino LA	SPA 2	San Fernando
91301	Calabasas	SPA 2	San Fernando	91501	Burbank	SPA 2	San Fernando
91302	Calabasas	SPA 2	San Fernando	91502	Burbank	SPA 2	San Fernando
91303	Mid-SFV LA	SPA 2	San Fernando	91504	Burbank	SPA 2	San Fernando
91304	Canoga Park LA	SPA 2	San Fernando	91505	Burbank	SPA 2	San Fernando
91306	Mid-SFV LA	SPA 2	San Fernando	91506	Burbank	SPA 2	San Fernando
91307	Canoga Park LA	SPA 2	San Fernando	91601	North Hollywood LA	SPA 2	San Fernando
91311	Northwest SFV LA	SPA 2	San Fernando	91602	Studio City LA	SPA 2	San Fernando
91316	Encino LA	SPA 2	San Fernando	91604	Studio City LA	SPA 2	San Fernando
91321	Santa Clarita	SPA 2	San Fernando	91605	North Hollywood LA	SPA 2	San Fernando
91324	Northridge LA	SPA 2	San Fernando	91606	North Hollywood LA	SPA 2	San Fernando
91607	North Hollywood LA	SPA 2	San Fernando	93534	Lancaster	SPA 1	Antelope Valley
91608	Studio City	SPA 2	San Fernando	93535	Lancaster	SPA 1	Antelope Valley

# Exhibit A-4: DCFS Service Planning Areas Cont.

## Zip Code List with Communities and Service Planning Areas

91702	Azusa	SPA 3	San Gabriel	93536	Lancaster	SPA 1	Antelope Valley
91706	Baldwin Park	SPA 3	San Gabriel	93543	Little Rock	SPA 1	Antelope Valley
91711	Claremont	SPA 3	San Gabriel	93544	Llano	SPA 1	Antelope Valley
91722	Covina	SPA 3	San Gabriel	93550	Palmdale	SPA 1	Antelope Valley
91723	Covina	SPA 3	San Gabriel	93551	Palmdale	SPA 1	Antelope Valley
91724	Covina	SPA 3	San Gabriel	93552	Palmdale	SPA 1	Antelope Valley
91731	El Monte	SPA 3	San Gabriel	93553	Pearblossom	SPA 1	Antelope Valley
91732	El Monte	SPA 3	San Gabriel	93563	Valyermo	SPA 1	Antelope Valley
91733	El Monte	SPA 3	San Gabriel	93591	Lake Los Angeles	SPA 1	Antelope Valley
91740	Glendora	SPA 3	San Gabriel				
91741	Glendora	SPA 3	San Gabriel				
91744	La Puente	SPA 3	San Gabriel				
91745	Hacienda-Rowland Heights	SPA 3	San Gabriel				
91746	La Puente	SPA 3	San Gabriel				
91748	Hacienda-Rowland Heights	SPA 3	San Gabriel				
91750	La Verne	SPA 3	San Gabriel				
91754	Monterey Park	SPA 3	San Gabriel				
91755	Monterey Park	SPA 3	San Gabriel				
91765	Diamond Bar	SPA 3	San Gabriel				
91766	Pomona	SPA 3	San Gabriel				
91767	Pomona	SPA 3	San Gabriel				
91768	Pomona	SPA 3	San Gabriel				
91770	Rosemead	SPA 3	San Gabriel				
91773	San Dimas	SPA 3	San Gabriel				
91775	San Gabriel	SPA 3	San Gabriel				
91776	San Gabriel	SPA 3	San Gabriel				
91780	Temple City	SPA 3	San Gabriel				
91789	Walnut	SPA 3	San Gabriel				
91790	West Covina	SPA 3	San Gabriel				
91791	West Covina	SPA 3	San Gabriel				
91792	West Covina	SPA 3	San Gabriel				
91801	Alhambra	SPA 3	San Gabriel				
91803	Alhambra	SPA 3	San Gabriel				
93243	Gorman	SPA 1	Antelope Valley				
93510	Acton	SPA 1	Antelope Valley				
93523	Edwards AFB	SPA 1	Antelope Valley				
93532	Lake Hughes	SPA 1	Antelope Valley				

\*Communities in the City of Los Angeles are followed by "LA" and areas that include portions of City of LA and unincorporated County areas are followed by "LA/Co." Other incorporated cities and unincorporated communities are identified by name.

# Exhibit A-5: Sample Formats for Monthly Reports and Invoices

## SAMPLE MONTHLY ACTIVITY REPORT PS-MAPP Training Statistics

MONTH AND YEAR ENDING: \_\_\_\_\_

### SUMMARY:

	Series Completed	Number Enrolled	Number Attended	Number of Graduates
Language: English				
Language: Spanish				
Language: (other) please indicate:				
<b>MONTHLY TOTALS</b>				
Year To Date: English				
Year To Date: Spanish				
Year To Date: (other language)				
<b>GRAND TOTALS</b>				

### INDIVIDUAL FACILITY MONTHLY BREAKDOWN:

<i>Training Facility</i>	Start	End	Number of Series	Number Enrolled	Number Attended	Number of Graduates

**Number Enrolled:** The number enrolled represents the number of participants who signed up to take a PS-MAPP series. These individuals may or may not have actually attended a module. They also may have signed up in a previous month and did not attend, or may have signed up at more than one training facility.

**Number of Graduates:** The number of graduates represents each participant who received a certificate of completion. Some of these graduates may be former participants who in the past received a temporary certificate.

Exhibit A-5: Sample Formats for Monthly Reports and Invoices Cont.

**SAMPLE MONTHLY ACTIVITY REPORT**

**MONTH AND YEAR ENDING:** \_\_\_\_\_

**FOR:** PS-MAPP PARTICIPANTS

- **Training Site Location- Under each site list:**
  1. **CCL License Number**
  2. **First Name of Participant**
  3. **Last Name of Participant**
  4. **Spouse/Partner**
  5. **Address (Number, Street, City, Zip Code)**
  6. **Status (Is participant currently attending? Did participant graduate?)**
  7. **Total Hours Completed by Participant**
- **Session Language (English, Spanish, etc.)**
- **Session Start Date**
- **Session End Date**

<b>Training Site:</b>			<b>Session Language:</b>		
<b>Session Start Date:</b>			<b>Session End Date:</b>		
Participant First Name	Participant Last Name	Spouse/ Partner	Address	Status	Total Hours Completed
<b>Training Site:</b>			<b>Session Language:</b>		
<b>Session Start Date:</b>			<b>Session End Date:</b>		
Participant First Name	Participant Last Name	Spouse/ Partner	Address	Status	Total Hours Completed

# FYI FYI FYI FYI

## F O R Y O U R I N F O R M A T I O N

ISSUE NO: 02-08

DATE: 03/02

### QUALITY OF LIFE STANDARDS FOR CHILDREN IN OUT-OF-HOME CARE

This release is a guide to help Children's Social Workers in ongoing assessment of quality of life issues for children and youth in out-of-home care. Children Social Workers are asked to review the following quality of life standards with their children and caregivers at the time of placement and to utilize these standards in selecting and monitoring children in out-of-home care placement.

There are times when families are unable to provide a safe environment for children and the Department of Children and Family Services (DCFS) will provide an out-of-home care placement. **DCFS has the responsibility to ensure that such out-of-home care placements are in a safe, temporary home that will provide the support necessary for the child's optimum growth and development.** Placement shall be in the least restrictive, most family-like setting consistent with the best interests and special needs of the child. It is also the responsibility of DCFS to ensure that all out-of-home care providers maintain the highest level of all standards and services detailed in Community Care Licensing regulations, California Code provisions, foster care contracts and/or placement agreements.

#### Health and Safety

The caregiver shall maintain a clean, healthy and safe home in compliance with Title 22 regulations.

#### Medical, Dental and Psychiatric Care

Caregivers shall meet the medical needs of the placed child in accordance with the Child Health Disability Prevention Program, Medi-Cal program and Community Care Licensing regulations. The caregiver shall be responsible for facilitating any needed medical, dental and/or psychiatric care for children in out-of-home care.

The Children's Social Worker shall provide the caregiver with the child's Medical and Educational Passport at the time of placement. The caregiver shall maintain the child's Passport updating with relevant information regarding all medical needs identified and services provided, including doctor visits, testing, treatment and immunizations. The caregiver shall provide the updated Passport to the Children's Social Worker at the time the child departs the placement.



If you have any questions regarding this release please e-mail your question to:

Policy@dcfs.co.la.ca.us

## Exhibit A-6: Quality of Life Standards FYI 02-08 Cont.

### Education

The Children's Social Worker will provide the caregiver with the child's Medical and Educational Passport at the time of placement. The caregiver shall maintain the child's Passport updating the relevant information regarding school placement, attendance and performance, academic achievement and, where applicable, an Individual Education Plan (IEP) and/or special education services provided.

The caregiver shall communicate with and work with the school in meeting the educational needs of the placed child in accordance with the needs and services plans and court orders.

### Setting Goals and Objectives/Emancipation Planning

The caregiver agrees to provide opportunities to teach the placed child how to set short-term and long-term goals and objectives appropriate to the development of the child. The caregiver shall discuss possible short-term and long-term goals and objectives with the placed child as it relates to his/her needs and services plan, career plans, strengths and interests and educational possibilities to prepare youth for emancipation and adulthood.

### Self Esteem

It is the expectation that our caregivers adhere to the Foster Youth Bill of Rights as provided by the California Youth Connection and codified in section 16001.9 of the Welfare and Institutions Code. As part of the needs and services plan, planned activities schedule, and independent living plan, the caregiver shall provide opportunities to encourage the development of the placed child's self esteem and cultural awareness.

### Childhood Memories

The caregiver shall encourage and assist each child in creating and updating a life book/photo album. The life book/photo album shall consist of, but not limited to photographs and other items that relate to childhood memories. The caregiver should encourage and assist each child in updating the life book on a regular basis.

### Quality of Life Guidelines

In assuring that children and youth in out-of-home care receive the highest quality of care and are enjoying a high quality of life, it is suggested that Children's Social Workers use the following guidelines in assessing quality of life of children and youth in out-of-home care placements.

1. Are the child's personal rights respected? Is s (he) treated with dignity and respect?
2. Is the child placed in the community, or adjacent, to the community where he/she normally lives?
3. Does the child have a sibling in placement, and if so, are they or could they be placed together?
4. Is the child's clothing the correct size and age appropriate? Does the child have sufficient clothing for special occasions?
5. Are the child's meals sufficient, nutritious, varied, and appealing?
6. Is the child succeeding in school? If not, is the child receiving services to enable success?
7. Does the child have the opportunity to participate in extracurricular activities or enrichment programs? Are the child's friends allowed to visit?
8. Does the child receive the sporting equipment necessary (within reason) to participate in desired activities?

## Exhibit A-6: Quality of Life Standards FYI 02-08 Cont.

9. Is the child transported to social events, job, after-school activities, etc.?
10. Does home provide a stimulating and enriching environment including but not limited to, age-appropriate toys, books, and reference materials (encyclopedias, dictionaries, computer programs)?
11. Is the child offered appropriate therapeutic intervention related to behavior, abuse, or his/her family of origin issues?
12. Does the child receive a regular allowance?
13. Does caregiver actively participate in facilitating contact/visitation with family members as deemed appropriate by court order?
14. Does the child have reasonable access to a telephone? Does the child have sufficient privacy to converse with his or her attorney, CSW, or Court-Appointed Special Advocate (CASA), as appropriate?
15. Is the child given the opportunity to participate in worship or religious services and activities of his/her choice?
16. Are any behavior restrictions and/or assigned chores appropriate to the child's age, maturity level and emotional development?
17. If needed, is the youth offered appropriate services and transportation related to substance abuse or other at-risk behavior?
18. If youth is 14 or older, is emancipation planning being addressed?



## Exhibit A-7: PS-MAPP Training Curriculum Learning Objectives

### **PS-MAPP TRAINING CURRICULUM LEARNING OBJECTIVES**

***PS Model Approaches to Partnerships in Parenting (PS-MAPP)  
Curriculum Learning Objectives***

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***OUTCOMES of Training for Potential Foster Parents***

Outcomes for future foster parents are listed at the beginning of each module.

Outcomes for participants:

- 1 Participants will learn important concepts about child development and the impact of abuse and neglect on normal development
- 2 Participants will explore the impact of loss and grieving.
- 3 Participants will develop skills to identify children's needs and to understand the issues that affect attachment for children in foster or adoptive care.
- 4 Participants will assess their willingness and ability to teach children who have been abused or neglected how to manage their own behavior.
- 5 Participants will examine the importance of birth families and cultural heritage.
- 6 Participants will gain a working knowledge of the Department of Children and Family Services.
- 7 Participants will learn the preparation and selection process for Foster and Adoptive families.
- 8 Participants will gain an empathic understanding of children in the foster care system.
- 9 Participants will explore their own strengths and needs through focus on partnerships and building alliances.
- 10 Participants will gain an understanding of the impact of fostering and adopting.

***PS Model Approaches to Partnerships in Parenting (PS-MAPP)***  
***Curriculum Learning Objectives***

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***Module I: Welcome to the PS MAPP Group Preparation and Selection Program***

***Learning Objectives:***

1. Begin the process of establishing a supportive group dynamic that fosters trust, cohesiveness and interaction.
2. State the purpose of *group* preparation and selection:
  - ☐ Provide an organized way to decide together whether fostering, adopting or both is right for participants' families right now;
  - ☐ Help develop skills to be successful and satisfied foster parents and adoptive parents; and
  - ☐ Set the stage for ongoing partnership.
3. Explain why the PS-MAPP Preparation and Selection Program is for both prospective adoptive parents and prospective adoptive parents.
4. Define the strengths/needs approach to preparation and selection and introduce the criteria for selection of foster and adoptive parents.
5. Discuss Family and Personal Profiles as ways the group will share information and assess each other's strengths and needs.
6. Introduce child welfare law and practice; define key terms and how changes that have taken place have affected children and their families.
7. Identify and reinforce ideas about the role of foster/adoptive parents in assuring safety, well-being and permanence for the children in foster care.

*PS Model Approaches to Partnerships in Parenting (PS-MAPP)*  
**Curriculum Learning Objectives**

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*Module II: Where the MAPP Leads: A Foster Care and Adoptive Experience*

**Learning Objectives:**

1. Introduce the conceptual foundation for shared parenting and alliance building.
2. Identify the “Cycle of Need” as an anchor for the way we look at children’s needs and behaviors.
3. Develop a perspective on the ways children respond to conflict and changes in their environment, and reinforce the importance of building positive alliances.
4. Outline the steps in a Child Welfare Case
5. Utilize Erikson’s Stages of Development to illustrate normal child development and the impact of physical abuse, sexual abuse, and neglect on that development.
6. Clarify the roles of foster and adoptive parents in assessing the needs of children and youth who have been abused or neglected.
7. Participate in activity designed to provide foster and adoptive parents an opportunity to practice assessing the needs of children and youth.
8. Develop a working knowledge of an Individual Education Plan (IEP).
9. Understand information pertaining to youth impacted by HIV, Fetal Alcohol Syndrome or Fetal Alcohol Effect, Learning and/or Growing differently, and Gay/Lesbian/Bisexual/Transgender issues.
10. Prepare for the upcoming discussion about separation and loss.

*PS Model Approaches to Partnerships in Parenting (PS-MAPP)*  
**Curriculum Learning Objectives**

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*Module III: Losses and Gains: The Need To Be A Loss Expert*

**Learning Objectives:**

1. Explore personal losses in perspective foster and adoptive parents and how those loss experiences will enhance or challenge the foster or adoptive parenting experience.
2. Understand the impact of foster care placement and adoptive placement on the feelings and behaviors of children.
3. Review Family Profiles and discuss setting up appointments for family consultations.
4. Describe and compare situational and maturational losses.
5. Explain why the separation/grieving process is a natural and expected part of foster care and adoption.
6. Determine where a child is in the grieving process.
7. Define developmental grieving.
8. Describe how loss affects a child's sense of well-being.
9. Describe predictable psychological and behavioral reactions to loss for children and youth in foster care.
10. Explain the losses experienced by children and youth who are abused or neglected.
11. Explain the use of the Life Book as a strategy for healthy grieving.
12. Explain why some children get "stuck" in grieving and plan ways to help a child move on to "understanding" or "acceptance".
13. Explain ways birth parents may express their own losses.
14. Develop strategies to help a child heal from loss.
15. Define strategies for healthy healing.
16. Create parenting interventions for children and youth at different ages of development to deal with reactions to loss (such as shock/denial, anger, despair/depression and acceptance/understanding).
17. Assess and apply the impact of personal situational and maturational losses on the role of foster/adoptive parents.
18. Develop ways to turn situational losses into personal/professional gains.

*PS Model Approaches to Partnerships in Parenting (PS-MAPP)*  
**Curriculum Learning Objectives**

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*Module IV: Helping Children With Attachments*

**Learning Objectives:**

1. Explain how basic needs of humans (survival, safety, love and belonging, self-esteem and self-actualization) are tied to the development of attachment.
2. Describe how children's needs are expressed behaviorally.
3. Explain how the arousal/relaxation cycle affects the child's sense of well-being and need for survival, safety, love and belonging, as well as self-esteem.
4. Learn how loss affects a child's attachment.
5. Select strategies for helping a child heal from loss and strengthen or build healthy attachments.
6. Feel confident about keeping children and youth physically, mentally, emotionally, socially and spiritually/morally healthy in the foster home.
7. Promote, rebuild and support positive attachments of children and youth in foster care.
8. Apply in examples ways to meet basic human needs and build attachment.
9. Explain how a child's attachment affects his/her sense of well-being.
10. Assess personal strengths/needs in helping a child recover from loss and attach.

*PS Model Approaches to Partnerships in Parenting (PS-MAPP)*  
**Curriculum Learning Objectives**

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*Module V: Helping Children Learn to Manage Their Own Behaviors*

**Learning Objectives:**

1. Describe personal or family strengths and needs related to the 12 Criteria for Successful Fostering and Adopting.
2. Identify behaviors children and youth may need help managing.
3. Describe behaviors that are dangerous or harmful to children, youth and family members.
4. Understand personal emotional reactions that may create challenges for selecting effective parental interventions.
5. Understand the unique role of a foster parent in helping children and youth manage their behaviors.
6. Explain the difference between parental interventions of punishment and discipline.
7. Understand how behaviors are indicators of underlying needs.
8. Explain behavior management as a way of getting needs met.
9. Outline the steps for helping children learn positive behaviors with methods that do not use physical punishment.
10. Understand the components of safety in a foster home.
11. Describe the role of a foster parent in implementing a safety plan.
12. Distinguish between risk and safety.
13. Define safety and risk as stated in federal and state child welfare law.
14. Help children and youth manage their behaviors.
15. Choose discipline strategies that assure a child's safety.
16. Explain how discipline can assure a child's safety.
17. In case examples, choose specific discipline techniques to help assure a child's safety.

PS Model Approaches to Partnerships in Parenting (PS-MAPP)  
***Curriculum Learning Objectives***

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*Module VI: Helping Children With Birth Family Connections*

***Learning Objectives:***

1. Define culture, identity, self-concept and connections.
2. Describe how culture, race and ethnicity are tied to identity.
3. Define culture in terms of identity, self-concept and connections.
4. Explain how a child's cultural identity is important to well-being.
5. Demonstrate the skill of asking questions to understand a child's cultural needs.
6. Understand how the Indian Child Welfare Act (ICWA) affects the well-being of children and youth who are Native American.
7. Explain the requirements and intent of ICWA.
8. Identify the responsibilities of foster families relative to ICWA.
9. Determine the risks for a Native American child whose cultural identity is not maintained.
10. Describe how the Multiethnic Placement Act of 1994 (MEPA) and its amendment of 1996 (IEP) can affect the well-being of youth placed transracially.
11. Explain the requirements and intent of MEPA/IEP.
12. Determine the risks for a child whose cultural identity is not maintained in foster care or adoption.
13. Nurture a child's cultural connections.
14. Demonstrate ways to support a child's need to be connected to cultural roots.
15. Support shared parenting.
16. Determine the benefits of shared parenting and the effective use of visits for children and youth in foster care.
17. State the agency's expectations about foster parents' roles in shared parenting, including the foster parents' role in assuring successful visits.
18. Describe at least 10 shared parenting strategies for making visits work well for children and their parents.
19. Describe potential problems of shared parenting, including problems with visits between children and their parents.
20. Demonstrate support of the alliance model through visits.



***PS Model Approaches to Partnerships in Parenting (PS-MAPP)***  
***Curriculum Learning Objectives***

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***Module VII: Gains and Losses: Helping Children Leave Foster Care***

***Learning Objectives:***

1. Understand the ways children and youth transition from foster care, including returning home, moving into an adoptive home, into a new role in the foster family that adopts, and into independent living.
2. Explain the agency's expectations concerning the role and responsibilities of foster parents in judicial proceedings involving a child in foster care.
3. Help children and youth transition from foster care.
4. Apply the concepts of permanency planning and concurrent planning in case examples of children and youth leaving foster care.
5. Define disruption and dissolution in foster care, and explain how both can affect a child's sense of well-being.
6. Describe the stages of disruption.
7. Describe possible sources of stress in families, which may cause disruptions.
8. Describe situations that might trigger anxiety in the family.
9. Demonstrate ways to prevent disruptions or dissolutions of foster care placements or adoptions
10. Apply strategies for intervening with a child's behavior during a family crisis or preventing a crisis.
11. Develop a plan for managing personal reactions to disruption.

***PS Model Approaches to Partnerships in Parenting (PS-MAPP)***  
***Curriculum Learning Objectives***

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***Module VIII: Understanding the Impact of Fostering or Adopting***

***Learning Objectives:***

1. Describe the family's needs for safety, security, affiliation and growth.
2. Describe changes that might lead to conflict in a family that decides to foster or adopt.
3. Anticipate specific changes that might occur with the family's decision to foster or adopt.
4. Develop strategies for managing the conflicting needs of children in foster care and members of the foster family.
5. Describe family methods for managing boundaries, decision-making, family communication, family rules and family roles.
6. Assess how current ways for managing boundaries, decision-making, family communication, family rules and family roles may work or not work with the decision to foster or adopt.
7. Explain the purpose and contents of an Eco-Map.
8. Create an Eco-Map of participants' families
9. Use an Eco-Map to determine the energy sources and drains on the family.
10. Discover individual, family and community resources which will give energy to the family should they decide to foster or adopt.
11. Explain the purpose and components of a Family Map.
12. Use a Family Map to anticipate the ways relationships may change after a child comes into their family.
13. Decide upon strategies to manage changing relationships in case examples.

*PS Model Approaches to Partnerships in Parenting (PS-MAPP)*  
**Curriculum Learning Objectives**

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**Module IX: Perspectives In Adoptive Parenting And Foster Parenting: Teamwork and Partnership**

**Learning Objectives:**

1. Define partnership building and teamwork.
2. Build partnerships with child welfare staff, other service providers, court personnel and the parents of children and youth in foster care.
3. Explain components of concurrent planning as defined in ASFA and state law.
4. Define the roles and responsibilities of the agency worker, foster parent, foster/adoptive parent and birth parent in concurrent planning.
5. Define permanency planning as established by PL 96-272, including the concepts of timeliness, best interest of the child (well-being), reasonable efforts and the child's needs for a family intended to last a lifetime.
6. Understand the foster parent's and foster/adoptive parent's responsibilities and role in permanency planning.
7. Understand the parent's role in permanency planning.
8. Explain the difference between foster care and adoption in terms of legal, emotional, and social status for a child.
9. Define and explain case planning, case conferencing and case review.
10. Understand roles and responsibilities in case planning, case conferencing and case review.
11. Explain the permanency hearing and the role of all parties in the hearing.
12. Identify and explain the purpose and possible structures of family conferences.
13. Explain the role of the foster parent in family conferencing.
14. Define effective communication.
15. Develop and successfully demonstrate specific, effective communication techniques (paraphrasing; reflecting; using minimal reinforcers; using congruence of body, tone of voice, and words; giving clear messages) which contribute to alliance building and shared parenting.
16. Create strategies for managing problems in family conferences.
17. Apply legal timeframes for child welfare decision-making and impact on the role of foster parents.

***PS Model Approaches to Partnerships in Parenting (PS-MAPP)  
Curriculum Learning Objectives***

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***Module X: Endings and Beginnings***

***Learning Objectives:***

1. Describe personal or family strengths and needs relative to the 12 Criteria for Successful Fostering and Adopting
2. Be able to make an informed commitment to meet the developmental and well-being needs of children and youth in foster care or adopted through foster care.
3. Be able to make an informed commitment to assure a child's safety in foster care.
4. Be able to make an informed commitment to share parenting with the birth family of a child in foster care.
5. Be able to make an informed commitment to support concurrent parenting for permanency.
6. Be able to identify the kind of child (personality, behavior, and family background) that they could best parent, and describe why that "picture" has or has not changed during the modules.
7. Explain potential problems with the partnership between the agency and the foster and adoptive family.
8. Plan ways to manage potential problems between the agency and the foster or adoptive family.
9. Understand and describe the policies and procedures for investigating allegations of abuse in foster families.
10. Describe the supports available to a family during an investigation of abuse in a foster family.
11. Describe the incidence of abuse in out-of-home care in the United States.
12. Be able to distinguish between naïve and manipulative false allegations of abuse.
13. Develop strategies to manage the family's emotions during an investigation of abuse.
14. Distinguish between attachment and commitment.
15. Describe ways to assess loss issues for the family following a possible adoption.
16. Describe the ways to assess family system issues following adoption.
17. List and assess resources available to the family when stress occurs as a result of foster care or adoption
18. Determine readiness to adopt a child whose parents' legal rights are terminated.
19. For those participants who have decided not to foster or adopt right now, be able to identify what has helped them make that decision.
20. Identify specific strengths and needs of the PS-MAPP Program.

County of Los Angeles  
Department of Children and Family Services

**EXHIBIT B: ATTACHMENTS**

**CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**

---

Contractor's Name

---

Address

---

Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S CERTIFICATION**

- |    |   |                                  |                                 |
|----|---|----------------------------------|---------------------------------|
| 1. | The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment.   | YES [ <input type="checkbox"/> ] | NO [ <input type="checkbox"/> ] |
| 2. | The CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force.   | YES [ <input type="checkbox"/> ] | NO [ <input type="checkbox"/> ] |
| 3. | The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups.  | YES [ <input type="checkbox"/> ] | NO [ <input type="checkbox"/> ] |
| 4. | Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action to include establishment of goals or time tables. | YES [ <input type="checkbox"/> ] | NO [ <input type="checkbox"/> ] |

---

Name of Firm

---

Print Name and Title

---

Authorized Signature

---

Date

## COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

## FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: **All Bidders/contractors must have this form on file** with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. **Non-profit firms are exempt from completing this form** -- indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

## TYPE OF BUSINESS STRUCTURE: \_\_\_\_\_

(Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): \_\_\_\_\_

**CULTURAL/ETHNIC COMPOSITION OF FIRM** (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
<b>Based on the above categories, please indicate the total numbers of men and women in the firm:</b>			
Male			
Female			

**PERCENTAGE OF OWNERSHIP IN FIRM** Please indicate by percentage (%) how ownership of the firm is distributed.

	BLACK/ AFRICAN AMERICAN	HISPANIC/ LATIN AMERICAN	ASIAN AMERICAN	AMERICAN INDIAN/ ALASKAN NATIVE	WHITE
Men	%	%	%	%	%
Women	%	%	%	%	%

**CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES** Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

## **LAC/CBE SANCTIONS**

1. A person or business shall not:
  - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
  - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
  - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
  - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, Subcontractor, or supplier in any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a Subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

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AUTHORIZED SIGNATURE

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DATE

---

Name / Title / Name of Company or Organization



## CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

**(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)**

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

### GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

### EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

### CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Policies and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

**I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.**

## ATTACHMENT C Cont.

**I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.**

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACT FOR CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Policies and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

**I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to the above-referenced Contractor.**

**ATTACHMENT D Cont.**

**I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.**

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**AUDITOR–CONTROLLER CONTRACT ACCOUNTING  
AND ADMINISTRATION HANDBOOK**

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

## **AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

### **A. ACCOUNTING AND FINANCIAL REPORTING**

#### **1.0 BASIS OF ACCOUNTING**

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

- 1.1 The County recommends the use of the accrual basis for recording financial transactions.

##### Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

##### Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- ◆ Recorded accruals must be reversed in the subsequent accounting period.

- 1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- ◆ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

### 1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

## 2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

### 2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

### 2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
  - County payments (one per funding source)
  - Contributions
  - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

### 2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

### 2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

### 2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the



account titled "travel" or "travel expense" and not intermixed with other expense accounts.

## 2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
  - Accrual period
  - Gross pay
  - Itemized payroll deductions
  - Net pay amount
  - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

## 2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

# 3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

## 3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

### 3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

**Payroll** – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

**Consultant Services** – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

**Travel** – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

**Operating Expenses** (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

**Outside Meals** - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

### 3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of

actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

#### 3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

#### 3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- Invoices – vendor name and date
- Checks – number
- Vouchers – number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

### 4.0 **DONATIONS AND OTHER SOURCES OF REVENUE**

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

### 5.0 **AUDITS**

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five

years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

#### **5.1 Single Audit Requirements**

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

### **6.0 SUBCONTRACTS**

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

## **B. INTERNAL CONTROLS**

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

### **1.0 CASH RECEIPTS**

#### **1.1 Separate Fund or Cost Center**

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

#### **1.2 Deposits**

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

### 1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

### 1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

## 2.0 **DISBURSEMENTS**

### 2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check. Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

### 2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

### 2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

### 2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

## 3.0 TIMEKEEPING

### 3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

### 3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

#### Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

#### Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

#### Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

#### **4.0 FIXED ASSETS**

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

##### **4.1 Acquisition**

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

##### **4.2 Identification and Inventory**

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

##### **4.3 Security**

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

##### **4.4 Property Management**

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

#### **5.0 BONDING**

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.



## **C. COST PRINCIPLES**

### **1.0 POLICY**

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

#### **1.1. Limitations on Expenditures of Program Funds**

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

#### **1.2 Expenses Incurred Outside the Agreement Period**

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

#### **1.3 Budget Limitation**

Expenses may not exceed the maximum limits shown on the contract budget.

#### **1.4 Unspent Funds**

The County will determine the disposition of unspent program funds upon termination of the contract.

#### **1.5 Necessary, Proper and Reasonable**

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

### **2.0 ALLOCATION OF COST POOLS**

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

## 2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

## 2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

## 2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

### Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

#### Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

### Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

### Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

## 2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
  - Basis of accounting (cash or accrual)
  - Fiscal year
  - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
  - Indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

#### Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

#### **D. UNALLOWABLE COSTS**

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

#### **E. OVERPAYMENTS**

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

**F. MISCELLANEOUS REQUIREMENTS**

**1.0 INSURANCE**

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

**2.0 ACTIVITY**

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. November 2002)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at **www.irs.gov**.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC?

##### Notice 1015

(Rev. 11-2002)

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015  
(Rev. 11-2002)



## ATTACHMENT G

### COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or Subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

#### Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ☐ My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

#### Part II - Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**“Contractor Employee Jury Service”**

**Los Angeles County Code Sections 2.203.010 through 2.203.090**

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).



### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**  
Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***

# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*

**ADMINISTRATION OF CONTRACT  
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME:

CONTRACT NO.

**CONTRACTOR'S PROGRAM DIRECTOR:**

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

Notices to Contractor shall be sent to the following address:

Address:

ADMINISTRATION OF CONTRACT  
COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

COUNTY PROGRAM MANAGER:

*Name:* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Address:* \_\_\_\_\_

\_\_\_\_\_

*Telephone:* \_\_\_\_\_

*Facsimile:* \_\_\_\_\_

*E-Mail Address:* \_\_\_\_\_

\_\_\_\_\_

COUNTY CONTRACT PROGRAM MONITOR:

*Name:* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Address:* \_\_\_\_\_

\_\_\_\_\_

*Telephone:* \_\_\_\_\_

*Facsimile:* \_\_\_\_\_

*E-Mail Address:* \_\_\_\_\_

\_\_\_\_\_

**CHARITABLE CONTRIBUTIONS CERTIFICATION**


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 Company Name

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 Address

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 Internal Revenue Service Employer Identification Number

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 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**CERTIFICATION****YES****NO**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

( )

( )

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( )

( )

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 Signature

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 Date

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 Name and Title (please type or print)



**USER COMPLAINT REPORT  
PARTNERING FOR SAFETY AND PERMANENCE – MODEL APPROACH TO PARTNERSHIPS IN  
PARENTING (PS-MAPP) TRAINING SERVICES**

This form is to be used by DCFS users of PS-MAPP Training Services to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report: \_\_\_\_\_ DCFS User Name: \_\_\_\_\_  
DCFS Office Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Date(s) of Incident(s): \_\_\_\_\_

Below, please check the appropriate boxes and explain each incident separately:

- ☐ Contractor's Program Director is not responding to messages.
- ☐ Contractor's staff not available or not responding to messages.
- ☐ Contractor making staff changes without notification to the County.
- ☐ Illegal or inappropriate behavior by Contractor's staff.
- ☐ Contractor not submitting reports or maintaining records as required.
- ☐ Contractor not complying with the quality assurance requirements as specified in the Contract.
- ☐ Other (describe):

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**To report an urgent/serious problem, call Glenn Windom at: (213) 639-4799.**


Send UCR to Glenn Windom, CSA II, 3075 Wilshire Blvd. Rm. 958, Los Angeles, CA 90010 and a copy to Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

**ATTACHMENT II****PS-MAPP FUNDING ALLOCATIONS PER REGION  
CONTRACT START DATE - FEBRUARY 1, 2007**

<b>REGION</b>	<b>ALLOCATION YEAR 1</b>	<b>ALLOCATION YEAR 2</b>	<b>ALLOCATION YEAR 3</b>
NORTH (SPA 1 & 2)	\$197,028	\$196,948	\$196,948
EAST (SPA 3 & 4)	\$344,798	\$344,658	\$344,658
WEST (SPA 5 & 6)	\$344,798	\$344,658	\$344,658
SOUTH (SPA 7 & 8)	\$344,798	\$344,658	\$344,658
<b>TOTAL FOR PS-MAPP</b>	<b>\$1,231,422</b>	<b>\$1,230,922</b>	<b>\$1,230,922</b>

This bid was last updated by Felicia Carreker on 8/28/2006 3:41:42 PM

Update your bid information here . . .

\* Indicates a required field. 

Bid Number \*  Bid Type \*

Dept \*

Open Date \*

Close Date \*    Closing Time - Hour:  Min:

☐ Open Continuous - No close date

Amount  Enter like 00,000

Bid Title \*

Bid Description - Details \*

Commodity/Service Code \*  Search Commodities/Services


Commodity Description:  
COURSE DEVELOPMENT SERVICES, INSTRUCTIONAL/TRAINING

Contact Information

Name \*

Phone \*  -  -  - Ext

Email \*

Click button to process an  


Click button to upload an  

Click button to

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This bid was last updated by Felicia Carreker on 8/28/2006 3:20:32 PM

Update your bid information here . . .

\* Indicates a required field. 

Bid Number \*  Bid Type \*

Dept \*

Open Date \*

Close Date \*    Closing Time - Hour:  Min:

☐ Open Continuous - No close date

Amount  Enter like 00,000

Bid Title \*

Bid Description - Details \*

Commodity/Service Code \*  Search Commodities/Services

Commodity Description:


CLASSES, SEMINARS, WORKSHOPS, ETC. NOT-FOR-CREDIT

Contact Information

Name \*

Phone \*  -  -  - Ext

Email \*

Click button to process an  

Click button to upload an  

Click button to

[Back to Last Window](#)